

<b>INFORMATION TO OFFERORS OR QUOTERS</b>  OMB Control No.: 2700-0042      Exp. Date: N/A		Solicitation Number: NN10301939R <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Negotiated (RFP) <input type="checkbox"/> Negotiated (RFQ) <input type="checkbox"/> Negotiated (NRA)	
Issuing Office: NASA Ames Research Center Acquisition Division Moffett Field, CA 94035-0001		Point of Contact: NO COLLECT CALLS ACCEPTED Name: Brenda Pohl Mail Stop: 241-1 Telephone: (650) 604-2534 Fax: (650) 604-0912 Email: <a href="mailto:brenda.k.pohl@nasa.gov">brenda.k.pohl@nasa.gov</a>	
Item(s) to Be Acquired:  Ames Research Center Information Technology Services 3 (ACITS 3)			
This Solicitation Is: <input type="checkbox"/> Unrestricted--Full and Open Competition <input checked="" type="checkbox"/> Set-Aside      100% for <input checked="" type="checkbox"/> Small Business <input type="checkbox"/> 8(a) <input type="checkbox"/> HUBZone <input type="checkbox"/> SDVOSB <input type="checkbox"/> Small Business Competitiveness Demo Program <input type="checkbox"/> Designated Industry Group <input type="checkbox"/> Targeted Industry Category <input type="checkbox"/> Emerging Small Business Set-Aside <input type="checkbox"/> Agency Reinstated Small Business Set-Aside <input type="checkbox"/> Full and Open Competition <input type="checkbox"/> Intended for award with Other than Full and Open Competition pursuant to FAR 6.302-1(a)(2)			
To:  Potential Offerors are invited to submit a proposal to demonstrate their capability to meet the requirements of this solicitation. <input type="checkbox"/> For planning/informational purposes only and will not result directly in a contract award. See Section L.			
Ames Research Center procurements are published on the Internet. The ARC Procurement Site URL is: <a href="http://procure.arc.nasa.gov">http://procure.arc.nasa.gov</a>			
<b>CRITICAL ELEMENTS OF INFORMATION:</b> Your attention is invited to the following: <input checked="" type="checkbox"/> Section K. You <b>MUST</b> complete the "Representations, Certifications, and Other Statements" included here. <input checked="" type="checkbox"/> Sections L and M. Note the instructions contained therein, with particular attention to the Section L provision, "Late Submissions, Modifications, and Withdrawal of Bids," or "Late Submissions, Modifications, and Withdrawal of Proposals." Section M sets forth evaluation information. <input type="checkbox"/> Section L, NFS 1852.215-77. A pre-bid/proposal conference has been scheduled. <input checked="" type="checkbox"/> It is the policy of the United States that competitive procedures be used to the maximum practical extent in the awarding of subcontracts by prime contractors. This policy is endorsed and fully supported by NASA and Ames Research Center. See Section L, FAR 52.244-5. <input type="checkbox"/> Other:			
<b>OTHER IMPORTANT INSTRUCTIONS:</b> The envelope(s) used to submit your reply must be plainly marked with the solicitation number (as shown above), and the date and local time set forth in the solicitation document for bid opening or receipt of proposal/price quotation. You <b>MUST</b> acknowledge in your bid or proposal/quotation your receipt of any and all amendments to this solicitation. <b>IN THE EVENT OF A CONFLICT BETWEEN THIS COVER SHEET AND THE SOLICITATION, THE SOLICITATION TAKES PRECEDENCE.</b>			

<b>SOLICITATION, OFFER AND AWARD</b>				1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFG 700)		RATING		PAGE 1		OF PAGES 106	
2. CONTRACT NO.		3. SOLICITATION NO. NNA10301939R		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 11/23/2010		6. REQUISITION/ PURCHASE NO. 4200301939			
7. ISSUED BY NASA Ames Research Center ATTN: Brenda Pohl, M/S 241-1 Moffett Field, CA 94035-0001				CODE		8. ADDRESS OFFER TO <i>(If other than Item 7)</i>					

NOTE: In sealed bid solicitations “offer” and “Offeror” mean “bid” and “bidder”

## SOLICITATION

9. Sealed offers as instructed in **L.6 and L.7 for original and copies** for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8 or, if hand carried, in the depository located in **Building 241, Room 234** until **11:30 AM Pacific Standard Time on December 23, 2010**. CAUTION — LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME Brenda Pohl	B. TELEPHONE NO. (NO COLLECT CALLS) (650) 604-2534	C. EMAIL ADDRESS <a href="mailto:brenda.k.pohl@nasa.gov">brenda.k.pohl@nasa.gov</a>
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	A	SOLICITATION/CONTRACT FORM			J	CONTRACT CLAUSES	
	B	SUPPLIES OR SERVICES AND PRICE/COST	<b>SEE FOLLOWING PAGE</b>			K	LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.
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**OFFER** (*Must be fully completed by Offeror*)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (*180 calendar days unless a different period is inserted by the Offeror*) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
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14. ACKNOWLEDGMENT OF AMENDMENTS <i>(The Offeror acknowledges receipt of amendments to the</i> SOLICITATION for Offerors and related documents <i>numbered and dated:</i>	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE <input type="text"/>	FACILITY <input type="text"/>	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
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15B. TELEPHONE NO.			<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE
AREA CODE	NUMBER	EXT			

**AWARD** *(To be completed by Government)*

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION
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22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input checked="" type="checkbox"/> 10 U.S.C. 2304(c) ( 1 ) <input type="checkbox"/> 41 U.S.C. 253(c)( )	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 <i>copies unless otherwise specified</i> )	BLOCK 25
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24. ADMINISTERED BY (If other than Item 7)	CODE		25. PAYMENT WILL BE MADE BY	CODE	CFS:203-18
NASA Ames Research Center ATTN: Brenda Pohl, M/S 241-1 Moffett Field, CA 94035-0001			NSSC – FMD Accounts Payable Bldg. 1111, C. Road Stennis Space Center, MS 39529		

26. NAME OF CONTRACTING OFFICER ( <i>Type or print</i> )	27. UNITED STATES OF AMERICA	28. AWARD DATE
	<i>(Signature of Contracting Officer)</i>	

IMPORTANT -- Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

# PART I - THE SCHEDULE

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## SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

### B.1 Supplies and/or Services to Be Provided

- (a) The Contractor shall provide all resources (except as may be expressly stated in the contract as furnished by the Government) necessary to deliver and/or perform the items below in accordance with the Statement of Work incorporated in Section C and identified under individual task orders.

ITEM NO.	DESCRIPTION	UNIT OF ISSUE	QUANTITY	PRICE	ESTIMATED COST	FEE
*01	CPFF Phase-In for the period specified in F.2(a)	JB	1		See Attachment J.B.1	See Attachment J.B.1
**02A	Base Period FFP Task Orders for the period specified in F.2(b)	Task Order	TBD	See Attachment J.B.1		
**02B	Base Period CPFF Task Orders for the period specified in F.2(b)	Task Order	TBD		See Attachment J.B.1	See Attachment J.B.1

\*Line Item No. 01: At the time of award, a CPFF Phase-In Task will be awarded.

\*\*Line Item 02A and 02B tasks, if required at the time of IDIQ award, will be awarded at the offeror's proposed price; additional tasks will be negotiated prior to award

- (b) **OPTION PERIODS:** If an option is exercised under FAR Clause 52.217-9, "Option to Extend the Term of the Contract", the contractor shall provide all resources (except as may be expressly stated in this contract as furnished by the Government) necessary to furnish the items below in accordance with the Statement of Work set forth in Section C and as identified under individual task orders.

ITEM NO.	DESCRIPTION	UNIT OF ISSUE	QUANTITY	PRICE	ESTIMATED COST	FEE
03A	Option Period 1 FFP Task Orders for the period specified in F.2(c)	Task Order	TBD	See Attachment J.B.1		
03B	Option Period 1 CPFF Task Orders for the period specified in F.2(c)	Task Order	TBD		See Attachment J.B.1	See Attachment J.B.1
04A	Option Period 2 FFP Task Orders for the period specified in F.2(d)	Task Order	TBD	See Attachment J.B.1		
04B	Option Period 2 CPFF Task Orders for the period specified in F.2(d)	Task Order	TBD		See Attachment J.B.1	See Attachment J.B.1
05A	Option Period 3 FFP Task Orders for the period specified in F.2(e)	Task Order	TBD	See Attachment J.B.1		
05B	Option Period 3 CPFF Task Orders for the period specified in F.2(e)	Task Order	TBD		See Attachment J.B.1	See Attachment J.B.1

(End of Clause)

**B.2 NFS 1852.216-74 Estimated Cost and Fixed Fee (DEC 1991)**

The estimated cost of this contract is to be negotiated by task order exclusive of the fixed fee to be negotiated by the task order. The total estimated cost and fixed fee is to be negotiated by task order and will be summarized in Attachment J.B.1, Table of Cumulative Contract Task Order Values.

(End of Clause)

**B.3 NFS 1852.232-81 Contract Funding (JUN 1990)**

- (a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds Clause, the total amount allotted by the Government to this contract is \$TBD. This allotment covers the following estimated period of performance: date of award through TBD.
- (b) An additional amount of \$TBD is obligated under this contract for payment of fee.

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**SUMMARY CONTRACT FUNDING TABLE (CPFF and FFP)**

SUMMARY OF CONTRACT FUNDING	FROM	BY	TO
FFP	\$TBD	\$TBD	\$TBD
Cost	\$TBD	\$TBD	\$TBD
Fixed Fee	\$TBD	\$TBD	\$TBD
Total Cost Plus Fixed Fee	\$TBD	\$TBD	\$TBD

(End of Clause)

**B.4 Type of Contract: Hybrid Indefinite Delivery Indefinite Quantity (IDIQ) with Firm Fixed Price (FFP) and Cost-Plus Fixed Fee (CPFF) Task Orders**

The minimum contract value of work that will be ordered under this contract is \$100,000. The Government shall award the minimum value before exercising any option period. The maximum value that can be ordered under CLINs 01, 02A, and 2B; and, if exercised, 03A, 03B, 04A, 04B, 05A, and 05B of this contract is \$403,400,000.

(End of Clause)

**B.5 Cumulative Value for Task Orders**

This clause identifies the total fixed-price and estimated cost plus fixed-fee amount to be paid to the Contractor for acceptable performance of all services described in issued task orders. This clause will be updated on a periodic basis to reflect the value of issued task orders and reflects the ceiling value.

The total firm-fixed-price (for IDIQ work as provided under CLINs 02A, and, if exercised, 03A, 04A, and 05A) and the estimated cost plus fixed-fee value (for IDIQ work as provided under CLINs 01 and 02B, and, if exercised, 03B, 04B, and 05B) of Task Orders is included in Attachment J.B.1, Table of Cumulative Contract Task Order Values.

(End of Clause)

**B.6 Indefinite Delivery/Indefinite Quantity (IDIQ) Rate Provision**

- (a) The purpose of this clause is to set forth combined (fully burdened) direct, indirect, and profit rates for the contract, as identified in Attachment J.B.2, Pricing Template Workbook, to be used in subsequent negotiations of IDIQ task orders (TOs), in accordance with the task ordering procedures set forth in this contract. During negotiation of TOs, the contractor may

propose rates less than the the fully burdened combined rates. The rates may be subject to change through bi-lateral agreement(s) between the Government and the contractor, if determined appropriate. Any changes to the rates shall not be used to retroactively change any prior negotiated TO agreements.

(b) In accordance with FAR clause 52.216-22, Indefinite Quantity (OCT 1995), a Task Order may be issued at any time prior to the end date of the period performance for the contract, as outlined in Clause B.7, Limitations on Period of Performance.

(End of Clause)

## **B.7 Limitations on Period of Performance**

The period of performance for issuing task orders under this contract is for two years from the effective date of the contract. This contract also includes three one-year options for additional ordering periods, if exercised by the Government. Each individual task order will include its own period of performance.

(End of Clause)

## **B.8 Supplemental Task Ordering Procedures (Cost Reimbursement)**

- (a) When the Government issues a request for a “task plan” to the Contractor in accordance with the Clause entitled “Task Ordering Procedure” of this contract, the Contractor shall prepare its estimate of the labor hours, labor categories, indirect costs, and other direct costs required to perform the task order requirements. The Contractor shall use only those appropriate labor and indirect cost rates which may be less than, but shall not exceed, the rates found in Attachment J.B2 for all task orders issued in accordance with the “Task Ordering Procedure” clause of this contract. Notwithstanding the use of the rates set forth in Attachment J.B2 for estimating purposes, the Contractor will be reimbursed costs based on their current DCAA approved rates subject to audit by the Government.
- (b) The Contractor’s proposed approach/pricing of the representative tasks set forth in its proposal, if required, for award of this contract shall be used as reference by the Contracting Officer in negotiating tasks with the Contractor which are issued under this contract, but only to the extent portions of a representative task are relevant to portions of a task actually issued.
- (c) The Government and Contractor agree that the fixed fee percentage specified in Attachment J.B2 shall be used to calculate the fixed fee dollars on all task orders issued in accordance with the “Task Ordering Procedure” clause of this contract. For task orders under this contract, the fixed fee amount associated with the task order shall be the fixed fee percentage applied and calculated on the total negotiated estimated cost of the task order.

(End of Clause)

## **B.9 Estimated Cost Increases (Cost Reimbursement)**

- (a) The scope of the task, and any deliverables there under, shall be defined in sufficient detail for the Government and the Contractor to distinguish between changes in scope and overrun. In the event the Contractor is unable to complete the task within the estimated costs set forth in the task order, additional costs under the task shall be considered non-fee bearing, unless the Contracting Officer modifies the task to recognize additional or revised requirements. In the event the contractor incurs additional costs to complete the task due to an overrun, no additional fee will be paid.
- (b) The Contractor shall notify the Contracting Officer in writing when the Contractor has reason to believe that the total cost for performance of this contract, or any individual task order, exclusive of any fee, will be either greater or substantially less than the total estimated cost stated in this contract or in the task order. Notification shall not be delayed pending preparation of a proposal.
- (c) A proposal is required to support a request for an increase in the estimated cost of the contract or the task order. The proposal should be submitted as soon as possible after the above notification but no later than 60 days before the incurred costs are expected to exceed the estimated cost. This will allow adequate time for the Government to

evaluate the proposal and to mutually establish any increase in estimated cost with the Contractor.

(d)(1) The proposal shall be submitted in the following format unless some other format is directed or approved by the Contracting Officer:

- Incurring costs to date
- Projected cost to completion
- Total cost at completion
- Current negotiated estimated cost
- Requested increase in estimated cost

(d) (2) The “projected cost to completion” shall consist of the following “cost or pricing data” unless the Contracting Officer requests or approves the submittal of a greater or lesser amount of information:

- (i) Elements of cost with supporting detail for estimated direct labor hours, direct and indirect rates, materials and subcontracts, and other elements.
- (ii) Supporting explanation for the increases and projections, sufficient for the Government to understand the reasons for the increased estimated cost.

- (d) In rare circumstances, changes in task focus may require the addition of labor categories beyond the categories included in J.B3. In these cases a request must be submitted by the contractor to the Contracting Officer, demonstrating the insufficiency of the existing labor categories, a description of the proposed labor category including the education and experience levels, proposed labor rates, and a cross reference to other contracts that include the proposed labor categories. These additional labor categories, rates and descriptions will be negotiated on a case-by-case basis, and upon determination by the Government that they are fair and reasonable, will be incorporated by modification into Section B of the contract.

(End of Clause)

(End of Section)

**SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT****C.1 ARC 52.211-93 Statement of Work (FEB 1997)**

- (a) In accordance with the contract's terms and conditions, the Contractor shall furnish all personnel, services, equipment, materials, and facilities and do all other things necessary for, or incidental to performance of the requirements set forth herein.
- (b) Work shall be accomplished in accordance with the Statement of Work, entitled "Statement of Work for Ames Research Center (ARC) Ames Consolidated Information Technology Services (ACITS) 3," which is incorporated as Attachment J.C1.

(End of Clause)

(End of Section)

## SECTION D - PACKAGING AND MARKING

### D. 1 FAR 52.252-2 Listing of Clauses Incorporated By Reference (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR website: <http://acquisition.gov/far/index.html>  
 NFS website: <http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

#### I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

<u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
None included by reference		

#### II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)

<u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
1852.211-70	SEP 2005	Packaging, Handling, and Transportation

(End of Clause)

(End of Section)

## SECTION E - INSPECTION AND ACCEPTANCE

### E.1 FAR 52.252-2 Listing of Clauses Incorporated By Reference (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR website: <http://acquisition.gov/far/index.html>  
 NFS website: <http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

#### I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

<u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
52.246-2	AUG 1996	Inspection of Supplies – Fixed-Price
52.246-3	MAY 2001	Inspection of Supplies – Cost Reimbursement
52.246-4	AUG 1996	Inspection of Services – Fixed-Price
52.246-5	APR 1984	Inspection of Services – Cost Reimbursement
52.246-16	APR 1984	Responsibility for Supplies

#### II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)

<u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
None included by reference.		

(End of Clause)

### E.2 NFS 1852.246-72 Material Inspection and Receiving Report (AUG 2003)

- (a) At the time of each delivery to the Government under this contract, the Contractor shall furnish a Material Inspection and Receiving Report (DD Form 250 series) prepared in triplicate, an original and 2 copies.
- (b) The Contractor shall prepare the DD Form 250 in accordance with NASA FAR Supplement 1846.6. The Contractor shall enclose the copies of the DD Form 250 in the package or seal them in a waterproof envelope, which shall be securely attached to the exterior of the package in the most protected location.
- (c) When more than one package is involved in a shipment, the Contractor shall list on the DD Form 250, as additional information, the quantity of packages and the package numbers. The Contractor shall forward the DD Form 250 with the lowest numbered package of the shipment and print the words "CONTAINS DD FORM 250" on the package.

(End of Clause)

(End of Section)

## SECTION F - DELIVERIES OR PERFORMANCE

### F.1 FAR 52.252-2 Listing of Clauses Incorporated By Reference (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR website: <http://acquisition.gov/far/index.html>

NFS website: <http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

#### I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

<u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
52.242-15	AUG 1989	Stop-Work Order
	APR 1984	Alternate I
52.242-17	APR 1984	Government Delay of Work
52.247-34	NOV 1991	F.O.B. Destination

#### II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)

<u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
None included by reference.		

(End of Clause)

### F.2 Period of Performance

The period of performance of this contract is as follows:

(a) PHASE-IN PERIOD

The period of performance shall be for 60 days, beginning on the effective date of this contract..

(b) BASE PERIOD

The period of performance shall be from the end of the Phase-In Period through 24 months after the effective date of this contract (Total length of the Phase-In and Base Periods, combined, is 24 months.)

(c) OPTION PERIOD ONE

If exercised, the period of performance shall be for twelve months from the end of the Base Period.

(d) OPTION PERIOD TWO

If exercised, the period of performance shall be for twelve months from the end of Option Period One.

(e) OPTION PERIOD THREE

If exercised, the period of performance shall be for twelve months from the end of Option Period Two

(End of Clause)

### F.3 Place of Performance

The Contractor shall perform the work under this contract at NASA Ames Research Center and at such other locations as directed by the Ames Research Center Contracting Officer.

(End of Clause)

**F.4 Delivery Schedule**

(a) The Contractor shall deliver the supplies and services as required by this contract and the individual task orders.

(b) Unless specified otherwise, all items shall be delivered to:

Ames Research Center

Contract "TBD"

Moffett Field, CA 94035-0001

ATTN: (Name of the Contracting Officer Technical Representative, Mail Stop TBD)

(c) All reports and documentation shall be mailed in accordance with Paragraph F.5, *Delivery of Reports*.

(End of Clause)

**F.5 Delivery of Reports**

Unless otherwise specified, all reports shall be addressed to the recipients listed in Section J, Attachment J.F1, "Contract Data Requirements List." Reports specific to a single task order will be specified in the individual task order.

(End of Clause)

**F.6 ARC 52.249-90 Notice of Delay (FEB 1997)**

If, because of technical difficulties, the Contractor becomes unable to complete the contract work at the time specified, notwithstanding the exercise of good faith and diligent efforts in performing the work called for under this contract, the Contractor shall give the Contracting Officer written notice of the anticipated delay and the reasons for it. The notice and reasons shall be delivered promptly after the condition creating the anticipated delay becomes known to the Contractor but in no event less than 45 days before the completion date specified in this contract, unless otherwise permitted by the Contracting Officer. When notice is given, the Contracting Officer may extend the time specified in the Schedule for such period as is deemed advisable.

(End of Clause)

(End of Section)

## SECTION G - CONTRACT ADMINISTRATION DATA

### G.1 FAR 52.252-2 Listing of Clauses Incorporated By Reference (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR website: <http://acquisition.gov/far/index.html>

NFS website: <http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

#### I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

<u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
None included by reference.		

#### II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)

<u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
1852.227-11	N/A	Patent Rights – Retention by the Contractor (Short Form) ( <i>modifies FAR 52.227-11, Patent Rights – Ownership by the Contractor, by inserting the following information in paragraph (j)</i> ): Patent Representative Office of Chief Counsel NASA Ames Research Center Moffett Field, CA 94035-0001
1852.227-70	MAY 2002	New Technology
1852.227-86	DEC 1987	Commercial Computer Software – Licensing
1852.242-71	DEC 1988	Travel Outside of the United States
1852.242-73	NOV 2004	NASA Contractor Financial Management Reporting

(End of Clause)

### G.2 NFS 1852.216-87 Submission of Vouchers for Payment (MAR 1998)

(a) The designated billing office for cost vouchers for purposes of the Prompt Payment clause of this contract is indicated below. Public vouchers for payment of costs shall include a reference to the number of this contract.

(b) (1) If the contractor is authorized to submit interim cost vouchers directly to the NASA paying office, the original voucher should be submitted to:

NSSC – FMD Accounts Payable  
Bldg. 1111, C. Road  
Stennis Space Center, MS 39529  
Fax: (866) 209-5415  
Email: [NSSC-AccountsPayable@nasa.gov](mailto:NSSC-AccountsPayable@nasa.gov)

(2) For any period that the Defense Contract Audit Agency has authorized the Contractor to submit interim cost vouchers directly to the Government paying office, interim vouchers are not required to be sent to the Auditor, and are considered to be provisionally approved for payment, subject to final audit.

(3) Copies of vouchers should be submitted as directed by the Contracting Officer.

- (c) If the contractor is not authorized to submit interim cost vouchers directly to the paying office as described in paragraph (b), the contractor shall prepare and submit vouchers as follows:

- (1) One original Standard Form (SF) 1034, SF 1035, or equivalent Contractor's attachment to:

DCAA Regional Office [Offerors, please insert your appropriate DCAA mailing office below:]

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- (2) Three copies of SF 1034, SF 1035A, or equivalent Contractor's attachment to the following offices by insertion in the memorandum block of their names and addresses:

- (i) Copy 1 NASA Contracting Officer, STAMPED "INFO COPY"

NASA Ames Research Center  
ATTN: TBD  
Moffett Field, CA 94035-0001

- (ii) Copy 2 Auditor

Defense Contract Audit Agency  
(Address Completed at Time of Award)

- (iii) Copy 3 Contractor

- (3) The Contracting Officer may designate other recipients as required.

- (d) Public vouchers for payment of fee shall be prepared similarly to the procedures in paragraphs (b) or (c) of this clause, whichever is applicable, and forwarded to:

NSSC – FMD Accounts Payable  
Bldg. 1111, C. Road  
Stennis Space Center, MS 39529  
Fax: (866) 209-5415  
Email: [NSSC-AccountsPayable@nasa.gov](mailto:NSSC-AccountsPayable@nasa.gov)

This is the designated billing office for fee vouchers for purposes of the Prompt Payment clause of this contract.

- (e) In the event that amounts are withheld from payment in accordance with provisions of this contract, a separate voucher for the amount withheld will be required before payment for that amount may be made.

(End of Clause)

### **G.3 NFS 1852.227-72 Designation of New Technology Representative and Patent Representative (JUL 1997)**

- (a) For purposes of administration of the clause of this contract entitled "Patent Rights—Retention by the Contractor (Short Form)," whichever is included, the following named representatives are hereby designated by the Contracting Officer to administer such clause:

<b>TITLE</b>	<b>OFFICE CODE</b>	<b>ADDRESS (INCLUDING ZIP CODE)</b>
New Technology Representative	VP	NASA Ames Research Center M/S 202A-3 Moffett Field, CA 94035-0001
Patent Representative	DL	NASA Ames Research Center M/S 202A-4 Moffett Field, CA 94035-0001

- (b) Reports of reportable items, and disclosure of subject inventions, interim reports, final reports, utilization reports, and other reports required by the clause, as well as any correspondence with respect to such matters, should be directed to the New Technology Representative unless transmitted in response to correspondence or request from the Patent Representative. Inquiries or requests regarding disposition of rights, election of rights, or related matters should be directed to the Patent Representative. This clause shall be included in any subcontract hereunder requiring a "New Technology" clause or "Patent Rights—Retention by the Contractor (Short Form)" clause, unless otherwise authorized or directed by the Contracting Officer. The respective responsibilities and authorities of the above-named representatives are set forth in 1827.305-370 of the NASA FAR Supplement.

(End of Clause)

### **G.4 ARC 52.232-90 Submission of Invoices (JUN 2008)**

- (a) Invoices shall be prepared in accordance with the Prompt Payment clause of this contract and submitted in quadruplicate, unless otherwise specified, to the address below:

NASA Shared Services Center (NSSC)  
Financial Management Division (FMD)—Accounts Payable  
Bldg. 1111, Road C  
Stennis Space Center, MS 39529

This is the "designated billing and payment office" for purposes of the Prompt Payment Act. Invoices shall include the Contractor's Taxpayer Identification Number (TIN). Electronic submission is also authorized, via email NSSC-AccountsPayable@nasa.gov or fax 866-209-5415.

- (b) In the event that amounts are withheld from payment in accordance with the New Technology clause or other provisions of this contract, a separate invoice for the amount withheld shall be required before payment of that amount is made.

(End of Clause)

### **G.5 NFS 1852.242-70 Technical Direction (SEP 1993)**

- (a) Performance of the work under this contract is subject to the written technical direction of the Contracting Officer's Technical Representative (COTR), who shall be specifically appointed by the Contracting Officer in writing in accordance with NASA FAR Supplement 1842.270. "Technical Direction" means a directive to the Contractor that approves approaches, solutions, designs, or refinements; fills in details or otherwise completes the general description of work or documentation items; shifts emphasis among work areas or

tasks; or furnishes similar instruction to the Contractor. Technical direction includes requiring studies and pursuit of certain lines of inquiry regarding matters within the general tasks and requirements in Section C of this contract.

- (b) The COTR does not have the authority to, and shall not, issue any instruction purporting to be technical direction that –
  - (1) Constitutes an assignment of additional work outside the Statement of Work;
  - (2) Constitutes a change as defined in the changes clause;
  - (3) Constitutes a basis for any increase or decrease in the total estimated contract cost, the fixed fee (if any), or the time required for contract performance;
  - (4) Changes any of the expressed terms, conditions, or specifications of the contract; or
  - (5) Interferes with the contractor's rights to perform the terms and conditions of the contract.
- (c) All technical direction shall be issued in writing by the COTR.
- (d) The Contractor shall proceed promptly with the performance of technical direction duly issued by the COTR in the manner prescribed by this clause and within the COTR's authority. If, in the Contractor's opinion, any instruction or direction by the COTR falls within any of the categories defined in paragraph (b) of this clause, the Contractor shall not proceed but shall notify the Contracting Officer in writing within 5 working days after receiving it and shall request the Contracting Officer to take action as described in this clause. Upon receiving this notification, the Contracting Officer shall either issue an appropriate contract modification within a reasonable time or advise the Contractor in writing within 30 days that the instruction or direction is –
  - (1) Rescinded in its entirety; or
  - (2) Within the requirements of the contract and does not constitute a change under the changes clause of the contract, and that the Contractor should proceed promptly with its performance.
- (e) A failure of the contractor and contracting officer to agree that the instruction or direction is both within the requirements of the contract and does not constitute a change under the changes clause, or a failure to agree upon the contract action to be taken with respect to the instruction or direction, shall be subject to the Disputes clause of this contract.
- (f) Any action(s) taken by the contractor in response to any direction given by any person other than the Contracting Officer or the COTR shall be at the Contractor's risk.

(End of clause)

#### **G.6 NFS 1852.245-70 Contractor Requests for Government-Provided Property (DEVIATION) (SEP 2007)**

- (a) The Contractor shall provide all property required for the performance of this contract. The Contractor shall not acquire or construct items of property to which the Government will have title under the provisions of this contract without the Contracting Officer's written authorization. Property which will be acquired as a deliverable end item as material or as a component for incorporation into a deliverable end item is exempt from this requirement.
- (b) (1) In the event the Contractor is unable to provide the property necessary for performance, and the Contractor requests provision of property by the Government, the Contractor's request shall--

- (i) Justify the need for the property;
  - (ii) Provide the reasons why contractor-owned property cannot be used;
  - (iii) Describe the property in sufficient detail to enable the Government to screen its inventories for available property or to otherwise acquire property, including applicable manufacturer, model, part, catalog, National Stock Number or other pertinent identifiers;
  - (iv) Combine requests for quantities of items with identical descriptions and estimated values when the estimated values do not exceed \$100,000 per unit; and
  - (v) Include only a single unit when the acquisition or construction value equals or exceeds \$100,000.
- (1) Contracting Officer authorization is required for items the Contractor intends to manufacture as well as those it intends to purchase.
  - (2) The Contractor shall submit requests to the Contracting Officer no less than 30 days in advance of the date the Contractor would, should it receive authorization, acquire or begin fabrication of the item.
- (c) The Contractor shall maintain copies of Contracting Officer authorizations, appropriately cross-referenced to the individual property record, within its property management system.
  - (d) Property furnished from Government excess sources is provided as-is, where-is. The Government makes no warranty regarding its applicability for performance of the contract or its ability to operate. Failure of property obtained from Government excess sources under this clause is insufficient reason for submission of requests for equitable adjustments discussed in the clause at 52.245-1, Government Property.

(End of Clause)

**G.7 NFS 1852.245-71 Installation-Accountable Government Property (DEVIATION) (SEP 2007) (Alternate I) (DEVIATION) (SEP 2007)**

- (a) The Government property described in paragraph (c) of this clause may be made available to the Contractor on a no-charge basis for use in performance of this contract. This property shall be utilized only within the physical confines of the NASA installation that provided the property unless authorized by the contracting officer under (b)(1)(iv). Under this clause, the Government retains accountability for, and title to, the property, and the Contractor shall comply with the following:

NASA Procedural Requirements (NPR) 4100.1, NASA Materials Inventory Management Manual

NASA Procedural Requirements (NPR) 4200.1, NASA Equipment Management Procedural Requirements

NASA Procedural Requirements (NPR) 4200.2, NASA Equipment Management Manual for Property Custodians

NASA Procedural Requirement (NPR) 4300.1, NASA Personal Property Disposal Procedural Requirements

Property not recorded in NASA property systems must be managed in accordance with the requirements of FAR 52.245-1.

The Contractor shall establish and adhere to a system of written procedures to assure continued, effective

management control and compliance with these user responsibilities. Such procedures must include holding employees liable, when appropriate, for loss, damage, or destruction of Government property.

- (b) (1) The official accountable recordkeeping, financial control, and reporting of the property subject to this clause shall be retained by the Government and accomplished within NASA management information systems prescribed by the installation Supply and Equipment Management Officer (SEMO) and Financial Management Officer. If this contract provides for the Contractor to acquire property, title to which will vest in the Government, the following additional procedures apply:
  - (i) The Contractor shall not utilize the installation's central receiving facility for receipt of contractor-acquired property. However, the Contractor shall provide listings suitable for establishing accountable records of all such property received, on a monthly basis, to the SEMO.
  - (ii) The Contractor shall furnish a copy of each purchase order, prior to delivery by the vendor, to the installation central receiving area.
  - (iii) The Contractor shall establish a record of the property as required by FAR 52.245-1, Government Property, and furnish to the Industrial Property Officer a DD Form 1149, Requisition and Invoice/Shipping Document, (or installation equivalent) to transfer accountability to the Government within 5 working days after receipt of the property by the Contractor. The Contractor is accountable for all contractor-acquired property until the property is transferred to the Government's accountability.
  - (iv) Contractor use of Government property at an off-site location and off-site subcontractor use require advance approval of the Contracting Officer and notification of the Industrial Property Officer. The property shall be considered Government furnished and the Contractor shall assume accountability and financial reporting responsibility. The Contractor shall establish records and property control procedures and maintain the property in accordance with the requirements of FAR 52.245-1, Government Property, until its return to the installation. NASA Procedural Requirements related to property loans shall not apply to offsite use of property by contractors.
- (2) After transfer of accountability to the Government, the Contractor shall continue to maintain such internal records as are necessary to execute the user responsibilities identified in paragraph (a) of this clause and document the acquisition, billing, and disposition of the property. These records and supporting documentation shall be made available, upon request, to the SEMO and any other authorized representatives of the Contracting Officer.
- (c) The following property and services are provided:
  - (1) Office space, work area space, and utilities. Government telephones are available for official purposes only.
  - (2) Office furniture.
  - (3) Property listed in Attachment J.G1, Installation Accountable Property.
    - (i) If the Contractor acquires property, title to which vests in the Government pursuant to other provisions of this contract, this property also shall become accountable to the Government upon its entry into Government records.

- (ii) The Contractor shall not bring to the installation for use under this contract any property owned or leased by the Contractor, or other property that the Contractor is accountable for under any other Government contract, without the Contracting Officer's prior written approval.
- (4) Supplies from stores stock.
- (5) Publications and blank forms stocked by the installation.
- (6) Safety and fire protection for Contractor personnel and facilities.
- (7) Installation service facilities: Library and Childcare Facility.
- (8) Medical treatment of a first-aid nature for Contractor personnel injuries or illnesses sustained during on-site duty.
- (9) Cafeteria privileges for Contractor employees during normal operating hours.
- (10) Building maintenance for facilities occupied by Contractor personnel.
- (11) Moving and hauling for office moves, movement of large equipment, and delivery of supplies. Moving services may be provided on-site, as approved by the Contracting Officer.

(End of Clause)

#### **G.8 NFS 1852.245-73 Financial Reporting of NASA Property in the Custody of Contractors (DEVIATION) (SEP 2007)**

- (a) The Contractor shall submit annually a NASA Form (NF) 1018, NASA Property in the Custody of Contractors, in accordance with the provisions of 1845.505-14, the instructions on the form, subpart 1845.71, and any supplemental instructions for the current reporting period issued by NASA.
- (b)
  - (1) Subcontractor use of NF 1018 is not required by this clause; however, the Contractor shall include data on property in the possession of subcontractors in the annual NF 1018.
  - (2) The Contractor shall mail the original signed NF 1018 directly to the cognizant NASA Center Deputy Chief Financial Officer, Finance, unless the Contractor uses the NF 1018 Electronic Submission System (NESS) for report preparation and submission.
  - (3) One copy shall be submitted (through the Department of Defense (DOD) Property Administrator if contract administration has been delegated to DOD) to the following address: [Insert name and address of appropriate NASA Center office.], unless the Contractor uses the NF 1018 Electronic Submission System (NESS) for report preparation and submission.
- (c)
  - (1) The annual reporting period shall be from October 1 of each year through September 30 of the following year. The report shall be submitted in time to be received by October 15. The information contained in these reports is entered into the NASA accounting system to reflect current asset values for agency financial statement purposes. Therefore, it is essential that required reports be received no later than October 15. Some activity may be estimated for the month of September, if necessary, to ensure the NF 1018 is received when due. However, contractors' procedures must document the process for developing these estimates based on planned activity such as planned purchases or NASA Form 533 (NF 533 Contractor Financial Management Report) cost estimates. It should be supported and documented by historical experience or other corroborating evidence, and be retained in accordance with FAR Subpart 4.7, Contractor Records Retention. Contractors shall validate the reasonableness of the estimates and

associated methodology by comparing them to the actual activity once that data is available, and adjust them accordingly. In addition, differences between the estimated cost and actual cost must be adjusted during the next reporting period. Contractors shall have formal policies and procedures, which address the validation of NF 1018 data, including data from subcontractors, and the identification and timely reporting of errors. The objective of this validation is to ensure that information reported is accurate and in compliance with the NASA FAR Supplement. If errors are discovered on NF 1018 after submission, the contractor shall contact the cognizant NASA Center Industrial Property Officer (IPO) within 30 days after discovery of the error to discuss corrective action.

- (2) The Contracting Officer may, in NASA's interest, withhold payment until a reserve not exceeding \$25,000 or 5 percent of the amount of the contract, whichever is less, has been set aside, if the Contractor fails to submit annual NF 1018 reports in accordance with 1845.505-14 and any supplemental instructions for the current reporting period issued by NASA. Such reserve shall be withheld until the Contracting Officer has determined that NASA has received the required reports. The withholding of any amount or the subsequent payment thereof shall not be construed as a waiver of any Government right.
- (d) A final report shall be submitted within 30 days after disposition of all property subject to reporting when the contract performance period is complete in accordance with (b)(1) through (3) of this clause.

(End of Clause)

#### **G.9 NFS 1852.245-74 Identification and Marking of Government Equipment (DEVIATION) (SEP 2007)**

- (a) The Contractor shall identify all equipment to be delivered to the Government using NASA Technical Handbook (NASA-HDBK) 6003, Application of Data Matrix Identification Symbols to Aerospace Parts Using Direct Part Marking Methods/Techniques, and NASA Standard (NASA-STD) 6002, Applying Data Matrix Identification Symbols on Aerospace Parts Handbook. This includes deliverable equipment listed in the schedule and other equipment when NASA directs physical transfer to NASA or a third party. The Contractor shall identify property in both machine and human readable form unless the use of a machine readable-only format is approved by the NASA Industrial Property Officer.
- (b) Property shall be marked in a location that will be human readable, without disassembly or movement of the property, when the items are placed in service unless such placement would have a deleterious effect on safety or on the item's operation.
- (c) Concurrent with equipment delivery or transfer, the Contractor shall provide the following data in an electronic spreadsheet format:
  - (1) Item Description
  - (2) Unique Identification Number (License Tag)
  - (3) Unit Price
  - (4) An explanation of the data used to make the unique identification number

- (d) For items physically transferred under paragraph (a) the following additional data is required:
- (1) Date originally placed in service
  - (2) Item condition
  - (3) Date last serviced
- (e) The data required in paragraphs (c) and (d) shall be delivered to the NASA center receiving activity listed below:
- NASA Ames Research Center  
ATTN: Central Shipping and Receiving  
Mail Stop 255-3  
Moffett Field, CA 94035-0001
- (f) The contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts that require delivery of equipment.

(End of Clause)

#### **G.10 NFS 1852.245-75 Property Management Changes (DEVIATION) (SEP 2007)**

- (a) The Contractor shall submit any changes to standards and practices used for management and control of Government property under this contract to the assigned property administrator and Industrial Property Officer (IPO), prior to making the change whenever the change --
- (1) Employs a standard that allows increase in thresholds or changes the timing for reporting loss, damage, or destruction of property;
  - (2) Alters physical inventory timing or procedures;
  - (3) Alters recordkeeping practices;
  - (4) Alters practices for recording the transport or delivery of Government property; or
  - (5) Alters practices for disposition of Government property.
- (b) The Contractor shall contact the IPO at:

NASA Ames Research Center  
ATTN: Maria-Elena Lopez, Industrial Property Officer  
Mail Stop 255-3  
Moffett Field, CA 94035-0001  
[maria-elena.lopez-1@nasa.gov](mailto:maria-elena.lopez-1@nasa.gov)  
Tel: (650) 604-6882

(End of Clause)

#### **G.11 NFS 1852.245-76 List of Government Property Furnished Pursuant to FAR 52.245-1 (DEVIATION) (SEP 2007)**

- (a) For performance of work under this contract, the Government will make available Government property identified below or in Attachment J.G2 of this contract on a no-charge-for-use basis pursuant to the clause at FAR 52.245-1, Government Property. The Contractor shall use this property in the performance of this

contract at NASA Ames Research Center, Moffett Field, California and at other location(s) as may be defined in each task order. Under FAR 52.245-1, the Contractor is accountable for the identified property.

(End of Clause)

**G.12 NFS 1852.245-77 List of Government Property Furnished Pursuant to FAR 52.245-2 (DEVIATION) (SEP 2007)**

- (a) For performance of work under this contract, the Government will make available Government property identified below or in Attachment J.G3 of this contract on a no-charge-for-use basis pursuant to FAR 52.245-2, Government Property Installation Operation Services. The Contractor shall use this property in the performance of this contract at NASA Ames Research Center, Moffett Field, California and at other location(s) as may be defined in each task order.

(End of Clause)

**G.13 NFS 1852.245-78 Physical Inventory of Capital Personal Property (DEVIATION) (SEP 2007)**

- (a) In addition to physical inventory requirements under the clause at FAR 52.245-1, Government Property, the Contractor shall conduct annual physical inventories for individual property items with an acquisition cost exceeding \$100,000.
  - (1) The Contractor shall inventory –
    - (i) Items of property furnished by the Government;
    - (ii) Items acquired by the Contractor and titled to the Government under the clause at FAR 52.245-1;
    - (iii) Items constructed by the Contractor and not included in the deliverable, but titled to the Government under the clause at FAR 52.245-1; and
    - (iv) Complete but undelivered deliverables.
  - (2) The Contractor shall use the physical inventory results to validate the property record data, specifically location, condition and use status, and to prepare summary reports of inventory as described in paragraph (c) of this clause.
- (b) Unless specifically authorized in writing by the NASA Industrial Property Officer (IPO), the inventory shall be performed and posted by individuals other than those assigned custody of the items, responsibility for maintenance, or responsibility for posting to the property record. The Contractor may request a waiver from this separation of duties requirement from the NASA IPO, when all of the conditions in either (1) or (2) below are met.
  - (1) The Contractor utilizes an electronic system for property identification, such as a laser bar-code reader or radio frequency identification reader, and
    - (i) The programs or software preclude manual data entry of inventory identification data by the individual performing the inventory; and
    - (ii) the inventory and property management systems contain sufficient management controls to prevent tampering and assure proper posting of collected inventory data.

- (2) The Contractor has limited quantities of property, limited personnel, or limited property systems; and,
  - (i) The Contractor provides written confirmation that the Government property exists in the recorded condition and location; and
  - (ii) The items continue to be used exclusively for performance of the contract or as otherwise authorized by the Contracting Officer.
- (3) The Contractor shall submit the request to the cognizant property administrator and obtain approval from the IPO prior to implementation of the practice.
- (c) The Contractor shall report the results of the physical inventory to the property administrator and the NASA Industrial Property Officer within 10 calendar days of completion of the physical inventory. The report shall –
  - (1) Provide a summary showing number and value of items inventoried; and
  - (2) Include additional supporting reports of –
    - (i) Loss, damage or destruction, in accordance with the clause at 52.245-1, Government Property;
    - (ii) idle property available for reuse or disposition; and
    - (iii) a summary of adjustments made to location, condition, status, or user as a result of the physical inventory reconciliation.
- (d) The Contractor shall retain all physical inventory records, including records of all transactions associated with inventory reconciliation. All records shall be subject to Government review and/or audit.

(End of Clause)

#### **G.14 RESERVED**

#### **G.15 RESERVED**

#### **G.16 NFS 1852.245-82 Occupancy Management Requirements (DEVIATION) (SEP 2007)**

- (a) In addition to the requirements of the clause at FAR 52.245-1, Government Property, the Contractor shall comply with the following in performance of work in and around Government real property:
  - (1) NPD 8800.14, Policy for Real Property Management.
  - (2) NPR 8831.2, Facility Maintenance Management
- (b) The Contractor shall obtain the written approval of the Contracting Officer before installing or removing Contractor-owned property onto or into any Government real property or when movement of Contractor-owned property may damage or destroy Government-owned property. The Contractor shall restore damaged property to its original condition at the Contractor's expense.

- (c) The Contractor shall not acquire, construct or install any fixed improvement or structural alterations in Government buildings or other real property without the advance, written approval of the Contracting Officer. Fixed improvement or structural alterations, as used herein, means any alteration or improvement in the nature of the building or other real property that, after completion, cannot be removed without substantial loss of value or damage to the premises. Title to such property shall vest in the Government.
- (d) The Contractor shall report any real property or any portion thereof when it is no longer required for performance under the contract, as directed by the Contracting Officer.

(End of Clause)

#### **G.17 FAR 52.252-6 Authorized Deviations in Clauses (APR 1984)**

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the clause.
- (b) The use in this solicitation or contract of any NASA FAR Supplement (48 CFR 18) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

(End of Clause)

#### **G.18 Government-Provided Information Technology (IT) Services**

An Agency Mission Focus Review (MFR) chartered by NASA for the purpose of looking broadly across the Agency and identifying opportunities to redeploy resources to more directly support the NASA missions has resulted in an Agency mandate (MFR 137) to:

- (1) Provide contract-required IT services as “Government-Provided Services,” and
- (2) Require all IT services to be acquired from the existing NASA Outsourcing Desktop Initiative (ODIN) Contractor or successor contract(s).
- (3) Require available IT supplies and components to be acquired from the existing NASA Solutions for Enterprise-Wide Procurement (SEWP) Contractors or successor contract(s).

The objective of the MFR 137 will allow consistency throughout the Agency, improve Agency IT security, achieve economies of scale, and improve NASA’s ability to manage hardware and software desktop standards. This will result in Agency IT that is better protected and allow the Agency to readily identify and appropriately and quickly respond to vulnerabilities.

The Government shall provide Information Technology (IT) services in line with MFR 137, as required, for the performance of this contract. As part of task order proposals submitted to the Government, the contractor shall identify all IT requirements necessary for the performance of the contract. The Government will furnish computers and related IT services that will be connected to the ARC network and utilized for work performed on-site at ARC through ODIN or successor contract(s).

If the Contractor determines that ODIN or successor contract(s) cannot provide all or any part of the required services, the Contractor shall document the reasons and submit a request for a waiver to acquire the services from a vendor other than ODIN or successor contract(s). The justification must describe the type of hardware, software, or service needed and the need for the waiver. The Contractor shall submit the waiver through the Contracting Officer’s Technical Representative (COTR) to the ARC Office of Chief Information Officer (OCIO) for review and approval.

This clause covers all on-site Contractor employees and includes all desktops, laptops, workstations, and cell phones and PDA’s which are connected to the NASA networks. The term “workstations” includes computers and services

that provide general purpose computing in support of Center and Agency activities. These workstations support general-purpose business and scientific/engineering functions, including system administration, standard office automation and desktop productivity enhancement software. Items such as the CPU, monitor, keyboard, memory, mouse, USB thumb drive, and docking station are included in the workstation definition.

(End of Clause)

(End of Section)

## SECTION H - SPECIAL CONTRACT REQUIREMENTS

### H.1 FAR 52.252-2 Listing of Clauses Incorporated By Reference (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR website: <http://acquisition.gov/far/index.html>

NFS website: <http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

#### I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

<u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
None included by reference.		

#### II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)

<u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
1852.208-81	NOV 2004	Restrictions on Printing and Duplicating
1852.223-70	APR 2002	Safety and Health
1852.223-75	FEB 2002	Major Breach of Safety or Security
1852.225-70	FEB 2000	Export Licenses ( <i>Insert: NASA Ames Research Center in paragraph (b).)</i>
1852.235-73	DEC 2006	Final Scientific and Technical Reports
	FEB 2003	Alternate II

(End of Clause)

### H.2 NFS 1852.216-80 Task Ordering Procedure (OCT 1996) Alternate I (OCT 1996)

- (a) Only the Contracting Officer may issue task orders to the Contractor, providing specific authorization or direction to perform work within the scope of the contract and as specified in the schedule. The Contractor may incur costs under this contract in performance of task orders and task order modifications issued in accordance with this clause. No other costs are authorized unless otherwise specified in the contract or expressly authorized by the Contracting Officer.
- (b) Prior to issuing a task order, the Contracting Officer shall provide the Contractor with the following data:
  - (1) A functional description of the work identifying the objectives or results desired from the contemplated task order.
  - (2) Proposed performance standards to be used as criteria for determining whether the work requirements have been met.
  - (3) A request for a task plan from the Contractor to include the technical approach, period of performance, appropriate cost information, and any other information required to determine the reasonableness of the Contractor's proposal.
- (c) Within 15 calendar days after receipt of the Contracting Officer's request, the Contractor shall submit a task plan conforming to the request.

- (d) After review and any necessary discussions, the Contracting Officer may issue a task order to the Contractor containing, as a minimum, the following:
  - (1) Date of the order.
  - (2) Contract number and order number.
  - (3) Functional description of the work identifying the objectives or results desired from the task order, including special instructions or other information necessary for performance of the task.
  - (4) Performance standards, and where appropriate, quality assurance standards.
  - (5) Maximum dollar amount authorized (cost and fee or price). This includes allocation of award fee among award fee periods, if applicable.
  - (6) Any other resources (travel, materials, equipment, facilities, etc.) authorized.
  - (7) Delivery/performance schedule including start and end dates.
  - (8) If contract funding is by individual task order, accounting and appropriation data.
- (e) The Contractor shall provide acknowledgment of receipt to the Contracting Officer within five (5) calendar days after receipt of the task order.
- (f) If time constraints do not permit issuance of a fully defined task order in accordance with the procedures described in paragraphs (a) through (d), a task order which includes a ceiling price may be issued.
- (g) The Contracting Officer may amend tasks in the same manner in which they were issued.
- (h) In the event of a conflict between the requirements of the task order and the Contractor's approved task plan, the task order shall prevail.
- (i) For FFP and CPFF tasks, Contractor shall submit Monthly Status Report (Attachment J.F1, CDRL #1). In addition to the information outlined in Attachment J.F1, the reports shall contain the following information:
  - (1) Contract number, task order number, and date of the order.
  - (2) Task price (FFP only).
  - (3) Significant issues/problems associated with a task.
  - (4) Cost summary of the status of all tasks issued under the contract (CPFF only).

(End of Clause)

### **H.3 ARC 52.223-90 Emergency Preparedness and Response (SEP 2007)**

- (a) Contractors shall comply with Ames Procedural Requirements (APR) 1601.4, "Emergency Operations Plan."
- (b) Contractors doing business with ARC are also employers in their own right and, as such, are responsible for protecting their employees, the environment, and property from the effects of hazardous events. Contractors shall develop and maintain appropriate emergency response and recovery plans, facility shutdown/startup plans, standard operations procedures, and checklists for emergency response to their facilities and operations. Contractors shall ensure training and certification of their employees as required to support their emergency response and recovery plan. Contractors shall participate in ARC drills and/or

exercises to validate adequacy of emergency response and recovery plans and to ensure contractor employees are trained on how to respond. During a disaster/emergency, the contractor's Project Manager or other line supervisor shall be prepared to provide personnel accountability and facility status information to the designated NASA Facility Manager or Emergency Operations Center (EOC) Representative.

- (c) Many contractor employees also serve as emergency response or mission essential resources with regards to performing certain emergency response and recovery functions associated with the overall NASA Ames Research Center and agency response. As such, their emergency response or mission essential roles for the Center and agency need to be identified prior to an emergency or disaster. These individuals must also be notified of their roles, trained in their roles and participate in any drills that serve to increase the Center's effectiveness in responding to and recovering from emergencies and disasters.
- (d) The contractor's obligation may include resolution of unusual or emergency situations, pursuant to FAR Part 18, "Emergency Acquisitions." The contractor may be required to assist NASA, within the general scope of work, but in currently unidentified ways, in preparation for, or in response to emergencies. Obligations under this requirement shall only arise under prescribed circumstances that enable NASA to utilize "Emergency Acquisition Flexibilities," as defined at FAR 18.001. If the emergency preparedness and response requirements result in changes to the contract, all contract adjustments will be processed in accordance with the changes clause.

(End of Clause)

#### **H.4 ARC 52.223-91 Disaster Assistance and Rescue Team (DART) Participation (APR 2004)**

- (a) Contractor employees are eligible to participate in the Disaster Assistance and Rescue Team (DART) if approved in writing by the Contractor and appointed by the Government. If a Contractor approves of an employee's participation, the contractor agrees to modify the employee's position description to include participation in DART, and to provide additional indemnification (e.g., worker's compensation insurance, general liability, etc.) as may be necessary to protect its employee and/or the Government while the employee is participating in the program.
- (b) DART Definition. This team is comprised of civil service, contractor, Ames Associate, resident agent, and military personnel that work at Ames Research Center, the NASA Research Park, and Moffett Federal Airfield. The team composition includes, but is not limited to, scientists, engineers, wind tunnel mechanics, aircraft mechanics, facility maintenance personnel, computer specialists, industrial hygienists, safety professionals, heavy equipment operators, administrative personnel, managers, procurement officials, and data specialists. DART is an umbrella organization that has ten functional groups. The groups are Search, Rescue, Hazardous Materials Response, Damage and Utility Control, Structural Assessment, Emergency Communications, Medical, Logistics, Technical Support, and Emergency Operations Center as well as the Emergency Communications Facility. Typically, participation will involve approximately 5% of the employee's (full) time, except for initial training/orientation, which will involve approximately 10% of the employee's (full) time. The executive management at Ames Research Center strongly encourages contractor participation on DART, which needs all of our support, as it has proven to be a valuable element of the Center's Emergency Service Program.

(End of Clause)

#### **H.5 ARC 52.227-93 Management and Protection of Data (JUL 1988)**

- (a) In the performance of this contract it is anticipated that the Contractor may have access to, be furnished, use, or generate the following types of data (recorded information):
  - (1) data submitted to the Government with limited rights or restricted rights notices;

- (2) data of third parties which the Government has agreed to handle under protective arrangements; and
  - (3) data generated by or on behalf of the Government which the Government intends to control the use and dissemination thereof.
- (b) In order to provide management appropriate for protecting the interests of the Government and other owners of such data, the Contractor agrees with respect to data in category (a)(1) above, and with respect to any data in categories (a)(2) and (a)(3) when so identified by the Contracting Officer, to:
  - (1) use and disclose such data only to the extent necessary to perform the work required under this contract, with particular emphasis on restricting disclosure of the data to those persons who have a definite need for the data in order to perform under this contract;
  - (2) not reproduce the data unless reproduction of the data is specifically permitted elsewhere in the contract or by the Contracting Officer;
  - (3) refrain from disclosing the data to third parties without the written consent of the Contracting Officer; and
  - (4) return or deliver the data including all copies thereof to the Contracting Officer or his designated recipient when requested by the Contracting Officer.

(End of Clause)

#### **H.6 ARC 52.227-96 Handling of Data (JUN 1989)**

- (a) Paragraph (d)(1) of the "Rights in Data--General" clause of this contract permits the Government to restrict the Contractor's right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of the contract provided such restriction is expressly set forth in the contract. Pursuant to this authority, the following restrictions shall apply to such data and shall be included, in substance, in all subcontracts:
- (b) Data specifically used.
  - (1) In the performance of this contract, it is anticipated the Contractor may have access, or be furnished, data (including financial, administrative, cost or pricing, or management information as well as technical data or computer software) of third parties which the Government has agreed to handle under protective arrangements, as well as such Government data for which the Government intends to control the use and dissemination.
  - (2) In order to protect the interests of the Government and the owners of such data, the Contractor agrees, with respect to such third party or Government data that is either marked with a restrictive legend or specifically identified in this contract or in writing by the Contracting Officer as being subject to this clause, to use and disclose such data only to the extent necessary to perform the work required under this contract, preclude disclosure of such data outside the Contractor's organization, and return or dispose of such data as directed by the Contracting Officer when the data is no longer needed for contract performance.
  - (3) Notwithstanding (2) above, the Contractor shall not be restricted in the use and disclosure of any data that becomes generally available without breach of this clause by this Contractor, is known to or is developed by the Contractor independently of any disclosure of proprietary, restricted, or confidential data hereunder, or is rightfully received by the Contractor from a third party without restriction.
- (c) Data first produced.

Data first produced by the Contractor under this contract may include data for which the Government wants to control the use and dissemination. The Contracting Officer may require, or this contract may presently specify, that the Contractor apply restrictive legends to such identified data prior to delivery to the Government, or to third parties at the Government's direction, that restrict the use and disclosure of the data by any third party recipient. However, such restrictive legends shall in no way affect the Contractor's or the Government's rights to such data as provided in the "Rights in Data--General" clause of this contract.

(End of Clause)

#### **H.7 ARC 52.227-97 Subcontracting and Data Rights (OCT 2006) (Alternate I) (OCT 2006)**

- (a) The Contractor shall flow down the data rights provisions of this contract to lower tier subcontractors to ensure that it can fulfill its data rights obligations to the Government. See Clause FAR 52.227-14(h), Rights in Data—General. The Contractor shall be held responsible to obtain rights for the Government where it fails to fulfill such obligations.
- (b) Pursuant to Clause FAR 52.227-14(c)(2), the Contractor must obtain Contracting Officer approval before incorporating any data not first produced under the Contract into data delivered under the contract. Before delivering such data, the Contractor must identify it and grant the Government, or acquire on its behalf, the broad licenses required by subparagraph (c) of the Rights in Data—General clause.
- (c) The Contractor shall make the representation required by FAR 52.227-15 for each contract task order. On a case-by-case basis, the Government will insert the purposes, rights or limitations under which the Government can use Limited Rights Data and Restricted Rights Software into the alternate clauses II and III of FAR 52.227-14.

(End of Clause)

#### **H.8 ARC 52.227-98 Information Incidental to Contract Administration (OCT 2004)**

NASA shall have unlimited rights in information incidental to contract administration including administrative and management information created by the Contractor and specified for delivery to NASA in performance of the contract, expressly excluding financial information. Specifically, NASA shall have the right to release such administrative and management information to any third party to satisfy NASA's requirements.

(End of Clause)

#### **H.9 ARC 52.231-90 Severance Pay (JUN 2008)**

In conjunction with FAR 31.205-6(g), the severance pay cost shall not exceed 40 hours pay for each year of employment per employee up to a maximum of 80 hours per eligible employee. Severance cost eligibility computation for reimbursement shall also be limited to only the period of employment on the service contract at Ames Research Center. In no event shall the Government reimburse the Contractor for severance cost for employees who voluntarily accept employment in place with the succeeding contractor within ninety (90) days after completion of the current contract.

(End of Clause)

#### **H.10 NFS 1852.232-77 Limitation of Funds (Fixed-Price Contract) (MAR 1989)**

- (a) Of the total price of items through Option Period Three, the sum of \$TBD is presently available for payment and allotted to this contract. It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is

allotted:

SCHEDULE FOR ALLOTMENT OF FUNDS	
Date	Amount
TBD	TBD

- (b) The Contractor agrees to perform or have performed work on the items specified in paragraph (a) of this clause up to the point at which, if this contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause would, in the exercise of reasonable judgment by the Contractor, approximate the total amount at the time allotted to the contract. The Contractor is not obligated to continue performance of the work beyond that point. The Government is not obligated in any event to pay or reimburse the Contractor more than the amount from time to time allotted to the contract, anything to the contrary in the Termination for Convenience of the Government clause notwithstanding.
- (c) (1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until TBD.
- (2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next 60 days the work will reach a point at which, if the contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause will approximate 75 percent of the total amount then allotted to the contract.
- (3) (i) The notice shall state the estimate when the point referred to in paragraph (c)(2) of this clause will be reached and the estimated amount of additional funds required to continue performance to the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it.
- (ii) The Contractor shall, 60 days in advance of the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, advise the Contracting Officer in writing as to the estimated amount of additional funds required for the timely performance of the contract for a further period as may be specified in the contract or otherwise agreed to by the parties.
- (4) If, after the notification referred to in paragraph (c)(3)(ii) of this clause, additional funds are not allotted by the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, the Contracting Officer shall, upon the Contractor's written request, terminate this contract on that date or on the date set forth in the request, whichever is later, pursuant to the Termination for Convenience of the Government clause.
- (d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs (b) and (c) of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the contract shall be modified accordingly.
- (e) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items to be delivered, or in the time of delivery, or both.

- (f) The Government may at any time before termination, and, with the consent of the Contractor, after notice of termination, allot additional funds for this contract.
- (g) The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under the default clause of this contract. The provisions of this Limitation of Funds clause are limited to the work on and allotment of funds for the items set forth in paragraph (a) of this clause. This clause shall become inoperative upon the allotment of funds for the total price of said work except for rights and obligations then existing under this clause.
- (h) Nothing in this clause shall affect the right of the Government to terminate this contract pursuant to the Termination for Convenience of the Government clause of this contract.

(End of Clause)

#### **H.11 NFS 1852.235-71 Key Personnel and Facilities (MAR 1989)**

- (a) The personnel and/or facilities listed below (or specified in the contract Schedule) are considered essential to the work being performed under this contract. Before removing, replacing, or diverting any of the listed or specified personnel or facilities, the Contractor shall (1) notify the Contracting Officer reasonably in advance and (2) submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.
- (b) The Contractor shall make no diversion without the Contracting Officer's written consent; provided, that the Contracting Officer may ratify in writing the proposed change, and that ratification shall constitute the Contracting Officer's consent required by this clause.
- (c) The list of personnel and/or facilities (shown below or as specified in the contract Schedule) may, with the consent of the contracting parties, be amended from time to time during the course of the contract to add or delete personnel and/or facilities.

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(End of Clause)

#### **H.12 NFS 1852.235-74 Additional Reports of Work – Research and Development (FEB 2003)**

In addition to the final report required under this contract, the Contractor shall submit the following report(s) to the Contracting Officer:

- (a) Monthly progress reports. The Contractor shall submit separate monthly reports of all work accomplished during each month of contract performance. Reports shall be in narrative form, brief, and informal. They shall include a quantitative description of progress, an indication of any current problems that may impede performance, proposed corrective action, and a discussion of the work to be performed during the next monthly reporting period.

- (b) Submission dates. Monthly reports shall be submitted by the 15th day of the month following the month being reported. If the contract is awarded beyond the middle of a month, the first monthly report shall cover the period from award until the end of the following month. The final report shall be submitted within 15 calendar days after the completion of the effort under the contract.

(End of Clause)

**H.13 NFS 1852.242-72 Observance of Legal Holidays (AUG 1992) Alternate I (SEP 1989) (Alternate II) (OCT 2000)**

- (a) The on-site Government personnel observe the following holidays:  
  
New Year's Day  
Labor Day  
Martin Luther King, Jr.'s Birthday  
Columbus Day  
President's Day  
Veterans Day  
Memorial Day  
Thanksgiving Day  
Independence Day  
Christmas Day  
Any other day designated by Federal statute, Executive order, or the President's proclamation.
- (b) When any holiday falls on a Saturday, the preceding Friday is observed. When any holiday falls on a Sunday, the following Monday is observed. Observance of such days by Government personnel shall not by itself be cause for an additional period of performance or entitlement of compensation except as set forth within the contract.
- (c) On-site personnel assigned to this contract shall not be granted access to the installation during the holidays in paragraph (a) of the clause, except as follows: the Contractor shall provide sufficient on-site personnel to perform round-the-clock requirements of critical work already in process, unless otherwise instructed by the Contracting Officer or authorized representative. If the Contractor's on-site personnel work during a holiday other than those in paragraph (a) of this clause, no form of holiday or other premium compensation shall be reimbursed as either a direct or indirect cost. However, this does not preclude reimbursement for authorized overtime work that would have been overtime regardless of the status of the day as a holiday.
- (d) The Contractor shall place identical requirements, including this paragraph, in all subcontracts that require performance of work on-site, unless otherwise instructed by the Contracting Officer.
- (e) When the NASA installation grants administrative leave to its Government employees (e.g., as a result of inclement weather, potentially hazardous conditions, or other special circumstances), Contractor personnel working on-site should also be dismissed. However, the contractor shall provide sufficient on-site personnel to perform round-the-clock requirements of critical work already in process, unless otherwise instructed by the Contracting Officer or authorized representative.
- (f) Whenever administrative leave is granted to Contractor personnel pursuant to paragraph (e) of this clause, it shall be without loss to the Contractor. The cost of salaries and wages to the Contractor for the period of any such excused absence shall be a reimbursable item of cost under this contract for employees in accordance with the Contractor's established accounting policy.

(End of Clause)

**H.14 Organizational Conflicts of Interest and Limitation on Future Contracting**

- (a) The Contracting Officer has determined that this acquisition may give rise to a potential organizational conflict of interest. Accordingly, the attention of prospective offerors is directed to FAR Subpart 9.5 – Organizational Conflicts of Interest.
- (b) The nature of this potential conflict is:
  - (1) The Contractor may be required to assist the Government in the preparation of work statements for non-developmental items to be used in competitive acquisitions.
  - (2) The Contractor may be tasked to perform evaluation services for its own products or services, or for those of a competitor. This may result in a potential conflict if the Contractor decides to bid on that work.
  - (3) The contractor will have access to sensitive information and data which may not be used for unauthorized purposes.
- (c) To avoid, neutralize, or mitigate the potential organizational conflict of interest, the following restrictions upon future contracting shall apply:
  - (1) If the Contractor, under the terms of this contract, or through the performance of tasks pursuant to this contract, is required to develop specifications or statements of work that are to be incorporated into a solicitation, the Contractor shall be ineligible to perform the work described in that solicitation as a prime or subcontractor under an ensuing NASA contract. This restriction shall remain in effect for a reasonable time, as agreed to by the Contracting Officer and the Contractor, sufficient to avoid unfair competitive advantage or potential bias (this time shall in no case be less than the duration of the initial contract). NASA shall not unilaterally require the Contractor to prepare such specifications or statements of work under this contract.
  - (2) The Contractor shall not, during the performance of the contract an indefinite period following completion of performance thereof, engage in the following activities:
    - (i) The design, development, or production of enabling technologies where it participated in developing the requirements for procurement of such technologies; or
    - (ii) Participate in competitions, as either a prime proposer or a proposed subcontractor, based upon data obtained because of the Contractor's access to, and support of, the ACITS 3 requirements, or participate in competitions, as either a prime proposer or a proposed subcontractor, where the Contractor participated in defining the requirements of the competition as a result of supporting the ACITS 3 requirements.
    - (iii) Disclose or utilize any sensitive, confidential, proprietary, restricted/limited, or Privacy Act protected information it may have been authorized or gained access to for any purposes other than contract performance, and
    - (iv) Engage in any marketing or consulting activity using any sensitive or proprietary data obtained.
- (d) If, in the performance of work under this Contract, the Contractor has access to Government Sensitive Data or third-party sensitive and/or proprietary data, the Contractor shall protect such data from unauthorized use or disclosure so long as it remains proprietary. In addition, the Contractor shall not be permitted to use such data other than in performance under this Contract, unless:
  - (1) It receives the explicit written permission of the owner of such data and the Contracting Officer; or

- (2) Such data has been released or otherwise made available to the public by the Government or the owner of the third-party proprietary data.

In addition, the Contractor agrees that to the extent it receives or is given access to proprietary data, data protected by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or the Privacy Act of 1974 (5 U.S.C. 552a), or other confidential or privileged technical, business, or financial information under this Contract, it shall treat such information in accordance with any use or dissemination restrictions imposed on such information.

Further, the Contractor shall not submit an unsolicited proposal to the Government which is based on such data until one year after such data is released or otherwise made available to the public; further, any unsolicited proposal submitted pursuant to this provision shall identify any relationship to the work produced under this contract and any proposed use of such data.

- (e) (1) If, in the performance of work under this Contract, the Contractor enters into a separate agreement with a company for the protection of Government Sensitive Data or third-party proprietary data, the Contractor shall furnish a copy of that agreement to the Contracting Officer.
- (2) The Contractor must educate its employees, through formal training, not to divulge Government Sensitive Data or third-party proprietary data, trade secrets, confidential information, or restricted data of companies received in connection with the performance of work under this Contract. The Contractor shall provide a plan to implement this training for the approval of the Contracting Officer.
- (3) The Contractor shall obtain from all employees having access to Government Sensitive Data or third-party proprietary data under this Contract a written agreement which shall prohibit those employees, during the term of their employment and thereafter, from disclosing to others or using for their own behalf, such data received in connection with the performance of work under this Contract, and from retaining a copy of such data after termination of their employment under this Contract. These agreements shall be available for Government inspection when requested.
- (f) The term "Contractor" as used in this clause shall include (i) the corporate or other entity executing this Contract with the Government; (ii) such entity's parent, subsidiary, affiliate, or successor entities to the extent that the parent, subsidiary, affiliate, or successor entity has responsibility for the performance of work under this Contract; and (iii) the Contractor's subcontractors that (A) support ACITS 3, as delineated in the Statement of Work of this Contract or (B) handle, receive, reduce, interpret, or transmit data obtained, used, or produced in conjunction with performance of ACITS 3.
- (g) The term "Contract" as used in this clause shall include options, extensions, and any successor contracts performed or to be performed by the Contractor without any other contractor intervening.
- (h) The term "Data" as used in this clause, means recorded information, regardless of form or media on which it may be recorded. The term includes technical data and computer software. The term further includes Government Sensitive Data or third-party proprietary data including proprietary data, trade secret information, data protected by the Privacy Act of 1974 (5 U.S.C. 552a) and other confidential or privileged technical, business or financial data.
- (i) The term "Government Sensitive Data" as used in this clause means data for which the disclosure or use is controlled by U.S. Statute or implementing published federal regulations or NASA policy and, where so identified, includes data first produced by the Contractor.
- (j) The Contractor's Organizational Conflicts of Interest Avoidance Plan is incorporated by reference into this contract (see Attachment J.L1). This Plan addresses Organizational Conflicts of Interest at the contract level. Each individual task order will state if additional Organizational Conflicts of Interest requirements exist, and, if so, an additional Organizational Conflicts of Interest Avoidance Plan may be required by the Contracting Officer to address potential conflicts of interest prior to authorization of that task order.

- (k) The Contractor shall include paragraphs (a) through (j) of this clause in every subcontract. The Contractor shall be responsible for ensuring compliance with all of the provisions of this clause by each of its subcontractors.

(End of Clause)

### **H.15 Incorporation of the Contractor's Proposal**

The Contractor's Mission Suitability proposal, including revision(s), submitted in response to the solicitation entitled "Ames Research Center (ARC) Information Technology Services (ACITS) 3," is hereby incorporated into the contract by reference.

(End of Clause)

### **H.16 Contractor Purchasing (Cost Reimbursement)**

The contract (or task order) Statement of Work (SOW) describes the work to be performed. The contractor may determine a need to procure supplies and services from outside vendors which are incidental to performing this SOW. These purchasing activities should promote competition to the maximum extent possible and promote best value purchases; however, these purchasing functions are limited to necessary and incidental items tied directly to contractor performance. As such, the contractor is prohibited from purchasing items for direct use by the government as these items should be procured by the Government. The contractor shall not perform purchasing functions or act in any other way as an agent for the government. Examples of prohibited purchases that are typical for most support service contracts include the purchase, for government use, of the following: office supplies, hardware, computers and other peripheral devices, vehicles, personal and convenience items. Other examples of prohibited purchases include: pass-through purchases unrelated to the overall scope of the contract (i.e., non-contract related ODCs). The Contracting Officer at the time of negotiation will make a determination as to the appropriateness of the ODCs being proposed by the contractor. The contractor is required to notify the Contracting Officer of any requests by Government personnel to direct a specific procurement action to a specific source without appropriate justification and approval (see NFS 1806.303-170).

The contractor shall not be entitled to payment or reimbursement for any purchase that is not incidental to the direct performance of the specific work they have agreed to perform under the Contract. Furthermore, the contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever not incurred in or incidental to direct performance of the contract SOW.

(End of Clause)

### **H.17 Contractor Purchasing (Fixed Price)**

The contract (or task order) Statement of Work (SOW) describes the work to be performed. The contractor may determine a need to procure supplies and services from outside vendors which are incidental to performing this SOW. These purchasing activities should promote competition to the maximum extent possible and promote best value purchases; however, these purchasing functions are limited to necessary and incidental items tied directly to contract performance. As such, the contractor is prohibited from purchasing items for direct use by the government as these items should be procured by the Government. The contractor shall not perform purchasing functions or act in any other way as an agent for the government. Examples of prohibited purchases that are typical for most support service contracts include the purchase, for government use, of the following: office supplies, hardware, personal computers and other peripheral devices and related supplies, vehicles, personal and convenience items. Other examples of prohibited purchases include: pass-through purchases unrelated to the overall scope of the contract (i.e., non-contract related ODCs). The Contracting Officer at the time of negotiation will make a determination as to the appropriateness of the ODCs being proposed by the contractor. The contractor is required to notify the Contracting Officer of any requests by Government personnel to direct a specific procurement action to a specific source without appropriate justification and approval (see NFS 1806.303-170).

The contractors proposals for task orders and contract modifications shall not include costs for labor, material, equipment, or ODCs that are not related to the direct performance of the contract SOW.

(End of Clause)

### **H.18 Non-Personal Services**

- (a) As stated in the Office of Federal Procurement Policy Letter 92-1, dated September 23, 1992, Inherently Governmental Functions, no personal services shall be performed under this contract. No Contractor employee will be directly supervised by the Government. All individual employee assignments, and daily work direction, shall be given by the applicable employee supervisor. If the Contractor believes any Government action or communication has been given that would create a personal services relationship between the Government and any Contractor employee, the Contractor shall promptly notify the Contracting Officer of this communication or action.
- (b) The Contractor shall not perform any inherently governmental actions under this contract. No Contractor employee shall hold him or herself out to be a Government employee, agent, or representative. No Contractor employee shall state orally or in writing at any time that he or she is acting on behalf of the Government. In all communications with third parties in connection with this contract, Contractor employees shall identify themselves as Contractor employees and specify the name of the company for which they work. In all communications with other Government contractors in connection with this contract, the Contractor employee shall state that they have no authority to in any way change the contract and that if the other contractor believes this communication to be a direction to change their contract, they should notify the Contracting Officer for that contract and not carry out the direction until a clarification has been issued by the Contracting Officer.
- (c) The Contractor shall ensure that all of its employees working on this contract are informed of the substance of this clause. Nothing in this clause shall limit the Government's rights in any way under any other provision of the contract, including those related to the Government's right to inspect and accept the services to be performed under this contract. The substance of this clause shall be included in all subcontracts at any tier.

(End of Clause)

### **H.19 Performance Assessment**

(a) As part of the Government's surveillance activities, a periodic performance assessment will be conducted under this contract. Information from the assessment may be provided to the contractor for corrective actions and performance improvement. Additionally, these assessments may be considered when the government is considering exercising an option, and may be reviewed as part of the past performance evaluations for future NASA requirements and may be ascertained by other organizations requesting past performance information.

(b) Examples of performance factors that may be used by the Government include but are not limited to the following:

#### **OVERALL MANAGEMENT**

Performance in attracting, developing, and retaining professional and management staff that meet the requirements of the contract. Contractor's management policies and procedures (including intellectual property management, organizational conflicts of interest, management and protection of data, handling of data and export control).

#### **QUALITY**

Quality of the work performed under the contract or task order.

#### **TIMELINESS**

Timeliness of completing the contract or task order milestones and submitting deliverables.

#### PRICE/COST

Ability to control, adjust and accurately project contract costs (estimated contract costs, not budget or operating plan costs). Ability to control the management and administration costs for this contract. Ability to control the direct labor, indirect and overtime costs. Optimal allocation of resources, including the use of part-time personnel. Cost reductions through the use of cost savings programs, cost avoidance programs, alternate designs and process methods. Reduced purchasing costs through increased use of competition will also be assessed.

#### OTHER

Ability to meet the small business goals set forth in the Contractor's subcontracting plan. Ability to manage subcontracts in support of the contract effort. Ability to ensure safety, and compliance with environmental impact restrictions.

(c) Periodic feedback to the Contractor will include an assessment of overall contract performance.

(End of Clause)

### H.20 Mandatory Cost Avoidance & Reduction Concept (MCARC)

The contractor shall provide a Cost Reduction (CR) Proposal in accordance with NFS clause 1852.243-71, *Shared Savings*, to the Contracting Officer six months prior to the end of each contract performance period, to reflect proposed price/cost reductions for future contract periods. The purpose of the CR Proposal is to identify and recommend alternatives and more efficient and effective ways to meet current requirements that will result in a net reduction of contract price to NASA while still meeting the essential intent and performance requirements of the contract. The contractor performing the work is in an enlightened position to identify how to perform the work more efficiently and suggest changes to the work requirements that don't affect the ability to meet the contractual purpose and required service levels but are less costly.

The minimum goal is to identify enough savings to maintain the same service level at the same price for each year of the contract, meaning that savings would offset any escalation in labor and/or material costs. There is no contractual requirement to meet this goal; however, the contractor's proposal will be evaluated as part of the *Performance Assessment with MCARC Clause* which is used in option year evaluation determinations and in past performance evaluations for future NASA work. The contractor's efficiency ideas must be sound, logical, considered, and represent a good faith attempt to meet the intent and purpose of this clause requirement.

The proposal must be in sufficient detail to specifically identify the changes in the requirements documents (Statement of Work (SOW), Performance Work Statement, or quality standards, etc.) that are necessary and the timing or schedule of events that are key to achieving the price reductions. The proposal must also identify the technical/performance risks as seen by you, the Contractor, and also as may be perceived by the requiring organization, and include proposed mitigation actions that are appropriate for those risks.

The contractor is encouraged to submit CR proposals at any time during the contract period, but at least one CR proposal submission is contractually required six months prior to the end of each contract performance period.

(End of Clause)

### H.21 Development and Use of Open Source Software

The Government intends to release software (including documentation) developed under this contract in specified tasks as "Open Source" software, as that term is defined by the Open Source Definition promulgated by the Open Source Initiative web (see <http://opensource.org/docs/osd>). This Open Source release shall be done in compliance with NASA Policy Requirement (NPR) 2210.1A External Release of NASA Software. Accordingly, the contractor shall be required to assign copyright in the developed software (including documentation) to the Government.

Where possible, the developed Open Source software shall be governed by the terms of the NASA Open Source Agreement (NOSA), which can be found at <http://opensource.arc.nasa.gov/page/nosa-software-agreement> or <http://opensource.org/licenses/nasa1.3.php>

It is anticipated that the software developed under this contract may include enhancements (bug fixes, feature additions) to existing Open Source software, such software being covered by an external Open Source software license. Some Open Source licenses require further development/ enhancement of the covered Open Source software be further transferred only under that particular Open Source software license (e.g., GNU General Public License (GPL)), making the external software license not compatible with the NOSA. The decision to incorporate into software developed under this contract any Open Source software that is governed by an Open Source software license that is not compatible with the NOSA shall be made deliberately in consultation with the Government task manager and Patent Counsel prior to any development of software under this contract.

(End of Clause)

(End of Section)

## SECTION I - CONTRACT CLAUSES

### I.1 FAR 52.252-2 Listing of Clauses Incorporated By Reference (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR website: <http://acquisition.gov/far/index.html>

NFS website: <http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

#### I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

<u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
52.202-1	JUL 2004	Definitions
52.203-3	APR 1984	Gratuities
52.203-5	APR 1984	Covenant Against Contingent Fees
52.203-6	SEP 2006	Restrictions on Subcontractor Sales to the Government
52.203-7	OCT 2010	Anti-Kickback Procedures
52.203-8	JAN 1997	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity
52.203-10	JAN 1997	Price or Fee Adjustment for Illegal or Improper Activity
52.203-12	OCT 2010	Limitation on Payments to Influence Certain Federal Transactions
52.203-13	APR 2010	Contractor Code of Business Ethics and Conduct
52.203-14	DEC 2007	Display of Hotline Poster(s) (DEC 2007) ( <i>Insert "NASA OIG Hotline Poster", available at <a href="http://www.hq.nasa.gov/office/oig/hq_old/hotline2000.pdf">www.hq.nasa.gov/office/oig/hq_old/hotline2000.pdf</a>, in paragraph (3).</i> )
52.204-2	AUG 1996	Security Requirements
52.204-4	AUG 2000	Printed of Copied Double-Sided on Recycled Paper
52.204-7	APR 2008	Central Contractor Registration
52.209-6	SEP 2006	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment
52.211-15	APR 2008	Defense Priority and Allocation Requirements
52.215-2	OCT 2010	Audit and Records – Negotiation
52.215-8	OCT 1997	Order of Precedence - Uniform Contract Format
52.215-11	OCT 2010	Price Reduction for Defective Cost or Pricing Data – Modifications
52.215-13	OCT 2010	Subcontractor Cost or Pricing Data – Modifications
52.215-14	OCT 2010	Integrity of Unit Prices
52.215-15	OCT 2010	Pension Adjustments and Asset Revisions
52.215-17	OCT 1997	Waiver of Facilities Capital Cost of Money
52.215-18	JUL 2005	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions
52.215-19	OCT 1997	Notification of Ownership Changes
52.215-23	OCT 2009	Limitations on Pass-Through Charges
52.216-5	OCT 1997	Price Redetermination – Prospective ( <i>Insert "on the last day of the month falling 24 months from the effective date of the contract" and "12" in paragraph (c), "60" and "30" in paragraph (d)(1), and "first" in paragraph (d)(1)(ii).</i> )
52.216-7	DEC 2002	Allowable Cost and Payment ( <i>Insert "30 days" in paragraph (a)(3).</i> )
52.216-18	OCT 1995	Ordering ( <i>Insert "date of award" through "the end of the contract period of performance as specified in Clause F.2" in paragraph (a).</i> )
52.216-19	OCT 1995	Order Limitations ( <i>Insert "\$1,000"; "\$20,000,000"; "\$50,000,000"; "fifteen"; and "three calendar" in paragraphs (a), (b)(1), (b)(2), (b)(3), and (d), respectively.</i> )

52.216-22	OCT 1995	Indefinite Quantity ( <i>Insert “six months from the end date of the ordering period of the contract” in paragraph (d).)</i> )
52.217-8	NOV 1999	Option to Extend Services ( <i>Insert “30 days before the end of the performance period” at the end of the paragraph.)</i> )
52.219-6	JUN 2003	Notice of Total Small Business Set-Aside
52.219-8	MAY 2004	Utilization of Small Business Concerns
52.219-14	DEC 1996	Limitations on Subcontracting
52.219-28	APR 2009	Post-Award Small Business Program Rerepresentation
52.222-1	FEB 1997	Notice to the Government of Labor Disputes
52.222-2	JUL 1990	Payment for Overtime Premiums ( <i>Insert “\$0” in paragraph (a).)</i> )
52.222-3	JUN 2003	Convict Labor
52.222-21	FEB 1999	Prohibition of Segregated Facilities
52.222-26	MAR 2007	Equal Opportunity
52.222-35	SEP 2010	Equal Opportunity for Veterans
52.222-36	JUN 1998	Affirmative Action for Workers with Disabilities
52.222-37	SEP SEP 2010	Employment Reports on Veterans
52.222-50	FEB 2009	Combating Trafficking in Persons
52.223-3	JAN 1997	Hazardous Material Identification and Material Safety Data
	JUL 1995	Alternate I
52.223-5	AUG 2003	Pollution Prevention and Right-to-Know Information
	AUG 2003	Alternate II
52.223-6	MAY 2001	Drug-Free Workplace
52.223-10	AUG 2000	Waste Reduction Program
52.223-14	AUG 2003	Toxic Chemical Release Reporting
52.223-15	DEC 2007	Energy Efficiency in Energy-Consuming Products
52.223-16	DEC 2007	IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products
52.223-17	MAY 2008	Affirmative Procurement of EPA-Designated Items in Services and Construction Contracts
52.224-1	APR 1984	Privacy Act Notification
52.224-2	APR 1984	Privacy Act
52.225-1	FEB 2009	Buy American Act – Supplies
52.225-13	JUN 2008	Restrictions on Certain Foreign Purchases
52.225-18	SEP 2010	Contractor Policy to Ban Text Messaging While Driving
52.225-25	SEP 2010	Prohibition on Engaging in Sanctioned Activities Relating to Iran— Certification
52.227-1	DEC 2007	Authorization and Consent
52.227-2	DEC 2007	Notice and Assistance Regarding Patent and Copyright Infringement
52.227-3	APR 1984	Patent Indemnity
52.227-10	DEC 2007	Filing of Patent Applications – Classified Subject Matter
52.227-11	DEC 2007	Patent Rights – Ownership by the Contractor ( <i>as modified by NFS 1852.227-11, Patent Rights Retention by the Contractor (Short Form)</i> ) <i>Insert in paragraph (j) the following:</i> Patent Representative Office of Chief Counsel NASA Ames Research Center Moffett Field, CA 94035-0001
52.227-14	DEC 2007	Rights in Data – General ( <i>as modified by NFS 1852.227-14, Rights in Data – General</i> )
	DEC 2007	Alternate II ( <i>Contract number to be inserted at award.</i> )
	DEC 2007	Alternate III ( <i>Contract number to be inserted at award.</i> )
52.227-16	JUN 1987	Additional Data Requirements

52.227-23	JUN 1987	Rights to Proposal Data (Technical) <b><u>To be completed by Offeror:</u></b> Insert page number and proposal date in first sentence (fill-ins below): Page Number: _____  Proposal Date: _____
52.228-5	JAN 1997	Insurance – Work on a Government Installation
52.228-7	MAR 1996	Insurance – Liability to Third Persons
52.229-3	APR 2003	Federal, State, and Local Taxes
52.232-1	APR 1984	Payments
52.232-8	FEB 2002	Discounts for Prompt Payment
52.232-9	APR 1984	Limitation on Withholding of Payments ( <i>Insert “TBD at task order award” and “TBD at task order award”</i> )
52.232-11	APR 1984	Extras
52.232-17	OCT 2010	Interest
52.232-18	APR 1984	Availability of Funds
52.232-19	APR 1984	Availability of Funds for the Next Fiscal Year
52.232-20	APR 1984	Limitation of Cost
52.232-22	APR 1984	Limitation of Funds
52.232-23	JAN 1986	Assignment of Claims
52.232-25	OCT 2008	Prompt Payment
52.232-33	OCT 2003	Payment by Electronic Funds Transfer - Central Contractor Registration
52.233-1	JUL 2002	Disputes
	DEC 1991	Alternate I
52.233-3	AUG 1996	Protest after Award
52.233-4	OCT 2004	Applicable Law for Breach of Contract Claim
52.237-2	APR 1984	Protection of Government Buildings, Equipment, and Vegetation
52.237-3	JAN 1991	Continuity of Services
52.239-1	AUG 1996	Privacy or Security Safeguards
52.242-1	APR 1984	Notice of Intent to Disallow Costs
52.242-3	MAY 2001	Penalties for Unallowable Costs
52.242-4	JAN 1997	Certification of Final Indirect Costs
52.242-13	JUL 1995	Bankruptcy
52.243-1	AUG 1987	Changes – Fixed -Price
	APR 1984	Alternate II
52.243-2	AUG 1987	Changes – Cost-Reimbursement
	APR 1984	Alternate II
52.244-2	OCT 2010	Subcontracts ( <i>Insert “Subcontracts for consumables or hardware/software in excess of \$100,000 that will be procured on a non-competitive basis” in paragraph (d) and “not applicable” in paragraph (j).)</i> )
52.244-5	DEC 1996	Competition in Subcontracting
52.244-6	SEP 2010	Subcontracts for Commercial Items
	JUN 2010	Alternate I
52.245-1	AUG 2010	Government Property
52.245-9	AUG 2010	Use and Charges
52.246-25	FEB 1997	Limitation of Liability – Services
52.248-1	OCT 2010	Value Engineering
52.249-2	MAY 2004	Termination for Convenience of the Government (Fixed-Price)
52.249-6	MAY 2004	Termination (Cost-Reimbursement)
52.249-8	APR 1984	Default (Fixed-Price Supply and Service)
52.249-14	APR 1984	Excusable Delays
52.251-1	AUG 2010	Government Supply Sources
52.253-1	JAN 1991	Computer Generated Forms

**II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)**

<u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
1852.203-70	JUN 2001	Display of Inspector General Hotline Posters
1852.209-72	DEC 1988	Composition of the Contractor
1852.216-89	JUL 1997	Assignment and Release Forms
1852.219-74	SEP 1990	Use of Rural Area Small Businesses
1852.219-76	JUL 1997	NASA 8 Percent Goal
1852.223-74	MAR 1996	Drug-and Alcohol-Free Workforce
1852.227-14	AUG 1997	Rights in Data – General
1852.228-75	OCT 1988	Minimum Insurance Coverage
1852.235-70	DEC 2006	Center for Aerospace Information
1852.237-70	DEC 1998	Emergency Evacuation Procedures
1852.237-72	JUN 2005	Access to Sensitive Information
1852.242-78	APR 2001	Emergency Medical Services and Evacuation
1852.243-71	MAR 1997	Shared Savings

(End of Clause)

**I.2. FAR 52.204-9 Personal Identity Verification of Contractor Personnel (SEP 2007)**

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24 and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system.

FIPS 201 graphically displays the following procedure for the issuance of a PIV credential.

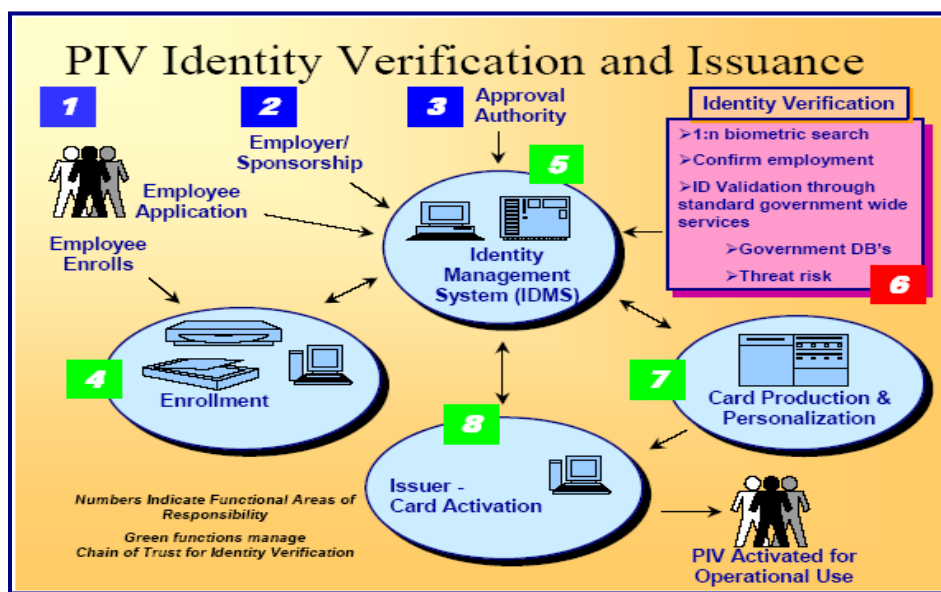


Figure A-1, FIPS 201, Appendix A

The following steps describe the procedures for the NASA Personal Identity Verification Card Issuance (PCI) of a PIV credential:

**Step 1:**

The Contractor's Corporate Security Officer (CSO), Program Manager (PM), or Facility Security Officer (FSO) submits a formal letter that provides a list of contract employees (applicant) names requesting access to the NASA Contracting Officer's Technical Representative (COTR). In the case of a foreign national applicant, approval through the NASA Foreign National Management System (NFMMS) must be obtained for the visit or assignment before any processing for a PIV credential can take place. Further, if the foreign national is not under a contract where a COTR has been officially designated, the foreign national will provide the information directly to their visit/assignment host, and the host sponsor will fulfill the duties of the COTR mentioned herein. In each case, the letter shall provide notification of the contract or foreign national employee's (hereafter the "applicant") full name (first, middle and last), social security number (SSN) or NASA Foreign National Management System Visitor Number if the foreign national does not have a SSN, and date of birth. If the contract employee has a current satisfactorily completed National Agency Check with Inquiries (NACI) or an equivalent or higher degree of background investigation, the letter shall indicate the type of investigation, the agency completing the investigation, and date the investigation was completed. Also, the letter must specify the risk/sensitivity level associated with the position in which each applicant will be working (NPR 1600.1, §4.5 is germane) Further, the letter shall also acknowledge that contract employees may be denied access to NASA information or information systems based on an unsatisfactory background investigation/adjudication. .

After reviewing the letter for completeness and concurring with the risk/sensitivity levels, the COTR/host must forward the letter to the Center Chief of Security (CCS). The CCS shall review the OPM databases (e.g., DCII, PIP, et al.), and take appropriate steps to validate the applicant's investigation status. Requirements for a NACI or other investigation shall be initiated only if necessary.

Applicants who do not currently possess the required level of background investigation shall be directed to the e-QIP web site to complete the necessary background investigation forms online. The CCS shall provide to the COTR/host information and instructions on how to access the e-QIP for each contract or foreign national employee requiring access

**Step 2:**

Upon acceptance of the letter/background information, the applicant will be advised that in order to complete the investigative process, he or she must appear in-person before the authorized PIV registrar and submit two forms of identity source documents in original form. The identity source documents must come from the list of acceptable documents included in Form I-9, Employment Eligibility Verification, one which must be a Federal<sup>1</sup> or State issued picture identification. Fingerprints will be taken at this time. The applicant must appear **no later than** the entry on duty date.

When the applicant appears, the registrar will electronically scan the submitted documents; any document that appears invalid will be rejected by the registrar. The registrar will capture electronically both a facial image and fingerprints of the applicant. The information submitted by the applicant will be used to create or update the applicant identity record in the Identity Management System (IDMS).

**Step 3:**

Upon the applicant's completion of the investigative document, the CCS reviews the information, and resolves discrepancies with the applicant as necessary. When the applicant has appeared in person and completed fingerprints, the package is electronically submitted to initiate the NACI. The CCS includes a request for feedback on the NAC portion of the NACI at the time the request is submitted.

**Step 4:**

Prior to authorizing physical access of a contractor employee to a federally-controlled facility or access to a Federal information system, the CCS will ensure that a check has been performed with the National Crime Information

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<sup>1</sup> A non-PIV government identification badge, including the NASA Photo Identification Badge, MAY NOT BE USED for the original issuance of a PIV vetted credential

Center (NCIC) and Interstate Identification Index. In the case of a foreign national, a national check of the Bureau of Immigration and Customs Enforcement (BICE) database will be performed for each applicant. If this process yields negative information, the CCS will immediately notify the COTR/host of the determination regarding access made by the CCS.

**Step 5:**

Upon receipt of the completed NAC, the CCS will update IDMS from the NAC portion of the NACI and indicate the result of the suitability determination. If an unsatisfactory suitability determination is rendered, the COTR will advise the contractor that the employee is being denied physical access to all federally-controlled facilities and Federal information systems.

Based on a favorable NAC and NCIC/III or BICE check, the CCS will authorize the issuance of a PIV federal credential in the Physical Access Control System (PACS) database. The CCS, based on information provided by the COTR/host, will determine what physical access the applicant should be granted once the PIV issues the credential.

**Step 6:**

Using the information provided by the applicant during his or her in-person appearance, the PIV card production facility creates and instantiates the approved PIV card for the applicant with an activation date commensurate with the applicant's start date.

**Step 7:**

The applicant proceeds to the credential issuance facility to begin processing for receipt of his/her federal credential.

The applicant provides to the credential issuing operator proof of identity with documentation that meets the requirements of FIPS 201 (DHS Employment Eligibility Verification (Form I-9) documents. These documents **must** be the same documents submitted for registration.

The credential issuing operator will verify that the facial image, and optionally reference finger print, matches the enrollment data used to produce the card. Upon verification of identity, the operator will locate the employee's record in the PACS database, and modify the record to indicate the PIV card has been issued. The applicant will select a PIN for use with his or her new PIV card. Although root data is inaccessible to the operator, certain fields (hair color, eye color, et al.) may be modified to more accurately record the employee's information.

The applicant proceeds to a kiosk or other workstation to complete activation of the PIV card using the initial PIN entered at card issuance.

**ALTERNATIVE FOR APPLICANTS WHO DO NOT HAVE A COMPLETED AND ADJUDICATED NAC  
AT THE TIME OF ENTRANCE ON DUTY**

Steps 1 through 4 shall be accomplished for all applicants in accordance with the process described above. If the applicant is unable to appear in person until the time of entry on duty, or does not, for any other reason, have a completed and adjudicated NAC portion of the NACI at the time of entrance on duty, the following interim procedures shall apply.

If the documents required to submit the NACI have not been completed prior to EOD, the applicant will be instructed to complete all remaining requirements for submission of the investigation request. This includes presentation of I-9 documents and completion of fingerprints, if not already accomplished. If the applicant fails to complete these activities as prescribed in NPR 1600.1 (Chapters 3 & 4), it may be considered as failure to meet the conditions required for physical access to a federally-controlled facility or access to a Federal information system, and result in denial of such access.

Based on favorable results of the NCIC, the applicant shall be issued a temporary NASA identification card for a period not-to-exceed six months. If at the end of the six month period the NAC results have not been returned, the

agency will at that time make a determination if an additional extension will be granted for the temporary identification card.

Upon return of the completed NAC, the process will continue from Step 5.

(End of Clause)

### **I.3 FAR 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2010)**

(a) *Definitions.* As used in this clause:

“Executive” means officers, managing partners, or any other employees in management positions.

“First-tier subcontract” means a subcontract awarded directly by a Contractor to furnish supplies or services (including construction) for performance of a prime contract, but excludes supplier agreements with vendors, such as long-term arrangements for materials or supplies that would normally be applied to a Contractor’s general and administrative expenses or indirect cost.

“Total compensation” means the cash and noncash dollar value earned by the executive during the Contractor’s preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

- (1) Salary and bonus.
  - (2) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
  - (3) Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
  - (4) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
  - (5) Above-market earnings on deferred compensation which is not tax-qualified.
  - (6) Other compensation, if the aggregate value of all such other compensation (*e.g.*, severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- (b) Section 2(d) of the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. No. 109-282), as amended by section 6202 of the Government Funding Transparency Act of 2008 (Pub. L. 110-252), requires the Contractor to report information on subcontract awards. The law requires all reported information be made public, therefore, the Contractor is responsible for notifying its subcontractors that the required information will be made public.
- (c) (1) Unless otherwise directed by the contracting officer, by the end of the month following the month of award of a first-tier subcontract with a value of \$25,000 or more, (and any modifications to these subcontracts that change previously reported data), the Contractor shall report the following information at <http://www.fsrc.gov> for each first-tier subcontract. (The Contractor shall follow the instructions at <http://www.fsrc.gov> to report the data.)

- (i) Unique identifier (DUNS Number) for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has a parent company.
  - (ii) Name of the subcontractor.
  - (iii) Amount of the subcontract award.
  - (iv) Date of the subcontract award.
  - (v) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.
  - (vi) Subcontract number (the subcontract number assigned by the Contractor).
  - (vii) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district.
  - (viii) Subcontractor's primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district.
  - (ix) The prime contract number, and order number if applicable.
  - (x) Awarding agency name and code.
  - (xi) Funding agency name and code.
  - (xii) Government contracting office code.
  - (xiii) The applicable North American Industry Classification System code (NAICS).
- (2) By the end of the month following the month of a contract award, and annually thereafter, the Contractor shall report the names and total compensation of each of the five most highly compensated executives for the Contractor's preceding completed fiscal year at <http://www.ccr.gov> , if—
- (i) In the Contractor's preceding fiscal year, the Contractor received—
    - (A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and
    - (B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and
  - (ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm> .)
- (3) Unless otherwise directed by the contracting officer, by the end of the month following the month of a first-tier subcontract with a value of \$25,000 or more, and annually thereafter, the Contractor shall report the names and total compensation of each of the five most highly compensated executives for each first-tier subcontractor for the subcontractor's preceding completed fiscal year at <http://www.fhrs.gov> , if—
- (i) In the subcontractor's preceding fiscal year, the subcontractor received—

- (A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and
- (B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and
- (ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm> .)
- (d)
  - (1) If the Contractor in the previous tax year had gross income, from all sources, under \$300,000, the Contractor is exempt from the requirement to report subcontractor awards.
  - (2) If a subcontractor in the previous tax year had gross income from all sources under \$300,000, the Contractor does not need to report awards to that subcontractor.
- (e) Phase-in of reporting of subcontracts of \$25,000 or more.
  - (1) Until September 30, 2010, any newly awarded subcontract must be reported if the prime contract award amount was \$20,000,000 or more.
  - (2) From October 1, 2010, until February 28, 2011, any newly awarded subcontract must be reported if the prime contract award amount was \$550,000 or more.
  - (3) Starting March 1, 2011, any newly awarded subcontract must be reported if the prime contract award amount was \$25,000 or more.

(End of clause)

#### **I.4 NFS 1852.204-75 Security Classification Requirements (SEP 1989)**

Performance under this contract will involve access to and/or generation of classified information, work in a security area, or both, up to the level of Top Secret. See Federal Acquisition Regulation clause 52.204-2 in this contract and DD Form 254, Contract Security Classification Specification, Attachment J.II.

(End of Clause)

#### **I.5 NFS 1852.204-76 Security Requirements for Unclassified Information Technology Resources (DEVIATION) (SEP 2009)**

- (a) The Contractor shall protect the confidentiality, integrity, and availability of NASA Electronic Information and IT resources and protect NASA Electronic Information from unauthorized disclosure.
- (b) This clause is applicable to all NASA contractors and subcontractors that process, manage, access, or store unclassified electronic information, to include Sensitive But Unclassified (SBU) information, for NASA in support of NASA's missions, programs, projects and/or institutional requirements. Applicable requirements, regulations, policies, and guidelines are identified in the Applicable Documents List (ADL) provided as an attachment to the contract. The documents listed in the ADL can be found at: [www.nasa.gov/offices/ocio/itsecurity/index.html](http://www.nasa.gov/offices/ocio/itsecurity/index.html). For policy information considered sensitive, the documents will be identified as such in the ADL and made available through the Contracting Officer.

## (c) Definitions

- (1) IT resources means any hardware or software or interconnected system or subsystem of equipment, that is used to process, manage, access, or store electronic information.
- (2) NASA Electronic Information is any data (as defined in the Rights in Data clause of this contract) or information (including information incidental to contract administration, such as financial, administrative, cost or pricing, or management information) that is processed, managed, accessed or stored on an IT system(s) in the performance of a NASA contract.
- (3) IT Security Management Plan -- This plan shall describe the processes and procedures that will be followed to ensure appropriate security of IT resources that are developed, processed, or used under this contract.
- (4) IT Security Plan – this is a FISMA requirement; see the ADL for applicable requirements.

Within 30 days after contract award, the Contractor shall develop and deliver an IT Security Management Plan. The delivery address and approval authority will be included in the ADL.

All contractor personnel requiring physical or logical access to NASA IT resources must complete NASA's annual IT Security Awareness training. Refer to the IT Training policy located in the IT Security website at <https://itsecurity.nasa.gov/policies/index.html>.

- (d) The Contractor shall afford Government access to the Contractor's and subcontractors' facilities, installations, operations, documentation, databases, and personnel used in performance of the contract. Access shall be provided to the extent required to carry out a program of IT inspection (to include vulnerability testing), investigation and audit to safeguard against threats and hazards to the integrity, availability, and confidentiality of NASA Electronic Information or to the function of IT systems operated on behalf of NASA, and to preserve evidence of computer crime.
- (e) At the completion of the contract, the contractor shall return all NASA information and IT resources provided to the Contractor during the performance of the contract in accordance with retention documentation available in the ADL. The Contractor shall provide a listing of all NASA Electronic information and IT resources generated in performance of the contract. At that time, the Contractor shall request disposition instructions from the Contracting Officer. The Contracting Officer will provide disposition instructions within 30 calendar days of the contractor's request.
- (f) The Contracting Officer may waive specific requirements of this clause upon request of the contractor. The Contractor shall provide all relevant information requested by the Contracting Officer to support the waiver request.
- (g) The Contractor shall insert this clause, including this paragraph in all subcontracts that process, manage, access or store NASA Electronic Information in support of the mission of the Agency.

(End of Clause)

**I.6 NFS 1852.215-84 Ombudsman (OCT 2003) (Alternate I) (JUN 2000)**

- (a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and contractors during the preaward and postaward phases of this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman is not to diminish the authority of the contracting officer, the Source Evaluation Board, or the selection official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Therefore, before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution.

- (b) If resolution cannot be made by the contracting officer, interested parties may contact the installation ombudsman:

NASA Ames Research Center  
 Mr. Lewis S. Braxton III  
 Deputy Center Director  
 P. O. Box 1  
 Moffett Field, CA 94035-0001  
 Telephone: (650) 604-5068  
 Fax: (650) 604-0031 or (650) 604-1668  
 Email: [lewis.s.braxton@nasa.gov](mailto:lewis.s.braxton@nasa.gov)

Concerns, issues, disagreements, and recommendations which cannot be resolved at the installation may be referred to the NASA ombudsman, the Director of the Contract Management Division, at 202-358-0445, facsimile 202-358-3083, e-mail [james.a.balinskas@nasa.gov](mailto:james.a.balinskas@nasa.gov). Please do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the Contracting Officer or as specified elsewhere in this document.

- (c) If this is a task or delivery order contract, the ombudsman shall review complaints from contractors and ensure they are afforded a fair opportunity to be considered, consistent with the procedures of the contract.

(End of Clause)

#### **I.7 FAR 52.217-9 Option to Extend the Term of the Contract (MAR 2000)**

- (a) The Government may extend the term of this contract by written notice to the Contractor within 15 days before the contract expires; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years.

(End of Clause)

#### **I.8 FAR 52.222-54 Employment Eligibility Verification (JAN 2009)**

- (a) Definitions. As used in this clause—

“Commercially available off-the-shelf (COTS) item”—

- (1) Means any item of supply that is—
- (i) A commercial item (as defined in paragraph (1) of the definition at 2.101);
  - (ii) Sold in substantial quantities in the commercial marketplace; and
  - (iii) Offered to the Government, without modification, in the same form in which it is sold in the commercial marketplace; and

- (2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products. Per 46 CFR 525.1(c)(2), “bulk cargo” means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.

“Employee assigned to the contract” means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the clause prescribed at 22.1803. An employee is not considered to be directly performing work under a contract if the employee—

- (1) Normally performs support work, such as indirect or overhead functions; and
- (2) Does not perform any substantial duties applicable to the contract.

“Subcontract” means any contract, as defined in 2.101, entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

“Subcontractor” means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

“United States,” as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands.

(b) Enrollment and verification requirements.

- (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall—
  - (i) *Enroll.* Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;
  - (ii) *Verify all new employees.* Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and
  - (iii) *Verify employees assigned to the contract.* For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee’s assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).
- (2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of—
  - (i) *All new employees.*
    - (A) *Enrolled 90 calendar days or more.* The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

- (B) *Enrolled less than 90 calendar days.* Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section ); or
  - (ii) *Employees assigned to the contract.* For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).
- (3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.
- (4) *Option to verify employment eligibility of all employees.* The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of—
  - (i) Enrollment in the E-Verify program; or
  - (ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).
- (5) The Contractor shall comply, for the period of performance of this contract, with the requirement of the E-Verify program MOU.
  - (i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official.
  - (ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.
- (c) *Web site.* Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify> .
- (d) *Individuals previously verified.* The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee—
  - (1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
  - (2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or

- (3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD) -12, Policy for a Common Identification Standard for Federal Employees and Contractors.
- (e) *Subcontracts.* The contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that—
  - (1) Is for—
    - (i) Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or
    - (ii) Construction;
  - (2) Has a value of more than \$3,000; and
  - (3) Includes work performed in the United States.

(End of Clause)

**I.9 52.222-99 Notification of Employee Rights under the National Labor Relations Act (DEVIATION) (JUN 2010)**

- (a) During the term of this contract, the Contractor shall post a notice, of such size and in such form, and containing such content as prescribed by the Secretary of Labor, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically, in the languages employees speak, in accordance with 29 CFR 471.2 (d) and (f).
  - (1) Physical posting of the employee notice shall be in conspicuous places in and about the Contractor's plants and offices so that the notice is prominent and readily seen by employees who are covered by the National Labor Relation Act and engage in activities related to the performance of the contract.
  - (2) If the Contractor customarily posts notices to employees electronically, then the Contractor shall also post the required notice electronically by displaying prominently, on any website that is maintained by the Contractor and is customarily used for notices to employees about terms and conditions of employment, a link to the Department of Labor's website that contains the full text of the poster. The link to the Department's website, as referenced in (b)(3) of this section, must read, "Important Notice about Employee Rights to Organize and Bargain Collectively with Their Employers."
- (b) This required notice, printed by the Department of Labor, may be—
  - (1) Obtained from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5609, Washington, DC 20210, (202) 693-0123, or from any field office of the Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;
  - (2) Provided by the Federal contracting agency, if requested];

- (3) Downloaded from the Office of Labor-Management Standards web site at [www.dol.gov/olms/regs/compliance/EO13496](http://www.dol.gov/olms/regs/compliance/EO13496); or
- (4) Reproduced and used [as] exact duplicate copies of the Department of Labor's official poster.
- (c) The required text of the Employee Notification referred to in this clause is located at Appendix A, Subpart A, 29 CFR Part 471.
- (d) The Contractor shall comply with all provisions of the Employee Notice and related rules, regulations, and orders of the Secretary of Labor.
- (e) In the event that the Contractor does not comply with the requirements set forth in paragraphs (a) through (d) of this clause, this contract may be terminated or suspended in whole or in part, and the Contractor may be suspended or debarred in accordance with 29 CFR 471.14 and FAR Subpart 9.4. Such other sanctions or remedies may be imposed as are provided by 29 CFR Part 471, which implements E.O. 13496 or as otherwise provided by law.
- (f) Subcontracts.
  - (1) The Contractor shall include the substance of this clause, including this paragraph (f), in every subcontract that exceeds \$10,000 and will be performed wholly or partially in the United States, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 3 of Executive Order 13496 of January 30, 2009, so that such provisions will be binding upon each subcontractor.
  - (2) The Contractor is not permitted to procure supplies or services in a way designed to avoid the applicability of Executive Order 13496 or this subpart.
  - (3) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for non compliance.
  - (4) However, if the Contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of Clause)

**I.10 FAR 52.223-9 Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008)**

- (a) *Definitions.* As used in this clause -

"Postconsumer material" means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material."

"Recovered material" means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

- (b) The Contractor, on completion of this contract, shall -
- (1) Estimate the percentage of the total recovered material content for EPA-designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of post-consumer material content; and
  - (2) Submit this estimate to:  
  
NASA Ames Research Center  
ATTN: Brenda Pohl, M/S 241-1  
Moffett Field, CA 94035-0001

(End of Clause)

#### **I.11 NFS 1852.237-73 Release of Sensitive Information (JUN 2005)**

- (a) As used in this clause, “sensitive information” refers to information, not currently in the public domain, that the Contractor has developed at private expense, that may embody trade secrets or commercial or financial information, and that may be sensitive or privileged.
- (b) In accomplishing management activities and administrative functions, NASA relies heavily on the support of various service providers. To support NASA activities and functions, these service providers, as well as their subcontractors and their individual employees, may need access to sensitive information submitted by the Contractor under this contract. By submitting this proposal or performing this contract, the Contractor agrees that NASA may release to its service providers, their subcontractors, and their individual employees, sensitive information submitted during the course of this procurement, subject to the enumerated protections mandated by the clause at 1852.237-72, Access to Sensitive Information.
- (c) (1) The Contractor shall identify any sensitive information submitted in support of this proposal or in performing this contract. For purposes of identifying sensitive information, the Contractor may, in addition to any other notice or legend otherwise required, use a notice similar to the following:

Mark the title page with the following legend:

This proposal or document includes sensitive information that NASA shall not disclose outside the Agency and its service providers that support management activities and administrative functions. To gain access to this sensitive information, a service provider’s contract must contain the clause at NFS 1852.237-72, Access to Sensitive Information. Consistent with this clause, the service provider shall not duplicate, use, or disclose the information in whole or in part for any purpose other than to perform the services specified in its contract. This restriction does not limit the Government's right to use this information if it is obtained from another source without restriction. The information subject to this restriction is contained in pages [insert page numbers or other identification of pages].

Mark each page of sensitive information the Contractor wishes to restrict with the following legend:

Use or disclosure of sensitive information contained on this page is subject to the restriction on the title page of this proposal or document.

- (2) The Contracting Officer shall evaluate the facts supporting any claim that particular information is “sensitive.” This evaluation shall consider the time and resources necessary to protect the information in accordance with the detailed safeguards mandated by the clause at 1852.237-72, Access to Sensitive Information. However, unless the Contracting Officer decides, with the advice of Center counsel, that reasonable grounds exist to challenge the Contractor’s claim that particular

information is sensitive, NASA and its service providers and their employees shall comply with all of the safeguards contained in paragraph (d) of this clause.

- (d) To receive access to sensitive information needed to assist NASA in accomplishing management activities and administrative functions, the service provider must be operating under a contract that contains the clause at 1852.237-72, Access to Sensitive Information. This clause obligates the service provider to do the following:
  - (1) Comply with all specified procedures and obligations, including the Organizational Conflicts of Interest Avoidance Plan, which the contract has incorporated as a compliance document.
  - (2) Utilize any sensitive information coming into its possession only for the purpose of performing the services specified in its contract.
  - (3) Safeguard sensitive information coming into its possession from unauthorized use and disclosure.
  - (4) Allow access to sensitive information only to those employees that need it to perform services under its contract.
  - (5) Preclude access and disclosure of sensitive information to persons and entities outside of the service provider's organization.
  - (6) Train employees who may require access to sensitive information about their obligations to utilize it only to perform the services specified in its contract and to safeguard it from unauthorized use and disclosure.
  - (7) Obtain a written affirmation from each employee that he/she has received and will comply with training on the authorized uses and mandatory protections of sensitive information needed in performing this contract.
  - (8) Administer a monitoring process to ensure that employees comply with all reasonable security procedures, report any breaches to the Contracting Officer, and implement any necessary corrective actions.
- (e) When the service provider will have primary responsibility for operating an information technology system for NASA that contains sensitive information, the service provider's contract shall include the clause at 1852.204-76, Security Requirements for Unclassified Information Technology Resources. The Security Requirements clause requires the service provider to implement an Information Technology Security Plan to protect information processed, stored, or transmitted from unauthorized access, alteration, disclosure, or use. Service provider personnel requiring privileged access or limited privileged access to these information technology systems are subject to screening using the standard National Agency Check (NAC) forms appropriate to the level of risk for adverse impact to NASA missions. The Contracting Officer may allow the service provider to conduct its own screening, provided the service provider employs substantially equivalent screening procedures.
- (f) This clause does not affect NASA's responsibilities under the Freedom of Information Act.
- (g) The Contractor shall insert this clause, including this paragraph (g), suitably modified to reflect the relationship of the parties, in all subcontracts that may require the furnishing of sensitive information.

(End of Clause)

## **I.12 FAR 52.252-6 Authorized Deviations in Clauses (APR 1984)**

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the clause.

- (b) The use in this solicitation or contract of any NASA FAR Supplement (48 CFR 18) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

(End of Clause)

(End of Section)

## SECTION J - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

### J.1 ARC 52.211-90, List of Documents, Exhibits, and Attachments (FEB 1997)

- (a) The following documents, exhibits, and attachments are included in the solicitation and resulting contract. Representations and certifications completed by the contractor in response to this solicitation are incorporated by reference in the resulting contract at time of award.

Attachment	Title	Date	No. of Pages
J.B1	Table of Cumulative Contract Task Order Values	TBD	TBD
J.B2	Price Template Workbook*	TBD	TBD
J.C1	Statement of Work	20 Aug 2010	24
J.F1	Contract Data Requirements List	08 Sep 2010	18
J.G1	RESERVED	TBD	TBD
J.G2	List of Government Property Furnished Pursuant to FAR 52.245-1	TBD	20
J.G3	List of Government Property Furnished Pursuant to FAR 52.245-2	TBD	7
J.I1	DD Form 254, Contract Security Classification Specification	TBD	TBD
J.L1	Contractor's Safety and Health Plan*	TBD	TBD
J.L2	Contractor's Organizational Conflicts of Interest Avoidance Plan*	TBD	TBD
J.L3	Contractor's IT Security Plan*	TBD	TBD

\*To be incorporated at time of award or by subsequent modification.

- (b) The following documents, exhibits, and attachments are included only in the solicitation.

Attachment	Title
1	Standard Form 3881, ACH Vendor Payment Form
2	Past Performance Questionnaire
3	Price Template Workbook (to be incorporated into the contract as Attachment J.B2)
4	Standard Labor Categories Description for Pricing Template
5	Historical WYE and Budget Information for FY09
6	Exhibit 1, Proposal Cover Sheet, Form JA 038
7a through 7c	FFP Task Requests and CPFF Phase-In Task Request
8	RESERVED
9	Historical Staffing and ODC Data for CPFF Task Requests
10	Historical Staffing and ODC Data for FFP Task Requests
11	ODC Checklist

(End of Clause)

(End of Section)

## SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

### K.1 FAR 52.204-8 Annual Representations and Certifications (OCT 2010)

- (a)
  - (1) The North American Industry Classification System (NAICS) code for this acquisition is 541512.
  - (2) The small business size standard is \$25 million.
  - (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b)
  - (1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.
  - (2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. **The offeror shall indicate which option applies by checking one of the following boxes:**
    - ☐ (i) Paragraph (d) applies.
    - ☐ (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.
- (c)
  - (1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:
    - (i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless--
      - (A) The acquisition is to be made under the simplified acquisition procedures in Part 13;
      - (B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or
      - (C) The solicitation is for utility services for which rates are set by law or regulation.
    - (ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$100,000.
    - (iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, Central Contractor Registration.
    - (iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that--
      - (A) Are not set aside for small business concerns;
      - (B) Exceed the simplified acquisition threshold; and

- (C) Are for contracts that will be performed in the United States or its outlying areas.
- (v) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (vi) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (vii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (viii) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
  - (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
  - (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (ix) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (x) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xi) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
- (xii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
- (xiii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
- (xiv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.
- (xv) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.
- (xvi) 52.225-4, Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate (Basic, Alternate I, and Alternate II) This provision applies to solicitations containing the clause at 52.225-3.
  - (A) If the acquisition value is less than \$25,000, the basic provision applies.

- (B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.
  - (C) If the acquisition value is \$50,000 or more but is less than \$67,826, the provision with its Alternate II applies.
- (xvii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.
- (xviii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan-- Certification.
- (xix) 52.225-25, Prohibition on Engaging in Sanctioned Activities Relating to Iran – Certification. This provision applies to all solicitations.
- (xx) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to--
  - (A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and
  - (B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.
- (2) The following certifications are applicable as indicated by the Contracting Officer:  
 (Contracting Officer check as appropriate.)
  - ☐ (i) 52.219-19, Small Business Concern Representation for the Small Business Competitiveness Demonstration Program.
  - ☐ (ii) 52.219-21, Small Business Size Representation for Targeted Industry Categories Under the Small Business Competitiveness Demonstration Program.
  - ☐ (iii) 52.219-22, Small Disadvantaged Business Status.
    - ☐ (A) Basic.
    - ☐ (B) Alternate I.
  - ☐ (iv) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.
  - ☐ (v) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.
  - ☐ (vi) 52.222-52 Exemption from Application of the Service Contract Act to Contracts for Certain Services--Certification.
  - ☐ (vii) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).
  - ☒ (viii) 52.223-13, Certification of Toxic Chemical Release Reporting.
  - ☐ (ix) 52.227-6, Royalty Information.

☐ (A) Basic.

☐ (B) Alternate I.

☒ (x) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

- (d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below (offeror to insert changes, identifying change by clause number, title, date). These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Provision)

## K.2 RESERVED

## K.3 FAR 52.209-7 Information Regarding Responsibility Matters (APR 2010)

- (1) *Definitions.* As used in this provision—

“Administrative proceeding” means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

“Federal contracts and grants with total value greater than \$10,000,000” means—

- (1) The total value of all current, active contracts and grants, including all priced options; and
  - (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).
- (2) The offeror ☐ has ☐ does not have current active Federal contracts and grants with total value greater than \$10,000,000.

- (3) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:
- (1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:
    - (i) In a criminal proceeding, a conviction.
    - (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
    - (iii) In an administrative proceeding, a finding of fault and liability that results in—
      - (A) The payment of a monetary fine or penalty of \$5,000 or more; or
      - (B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.
    - (iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.
  - (2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.
  - (d) The offeror shall enter the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIS as required through maintaining an active registration in the Central Contractor Registration database at <http://www.ccr.gov> (see 52.204-7).

“Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

(End of provision)

#### **K.4 FAR 52.227-15 Representation of Limited Rights Data and Restricted Computer Software (Dec 2007)**

- (a) This solicitation sets forth the Government’s known delivery requirements for data (as defined in the clause at 52.227-14, Rights in Data--General). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data--General clause at 52.227-14 included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data instead. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor’s facility.

- (b) By completing the remainder of this paragraph, the offeror represents that it has reviewed the requirements for the delivery of technical data or computer software and states [offeror check appropriate block]—

☐ (1) None of the data proposed for fulfilling the data delivery requirements qualifies as limited rights data or restricted computer software; or

☐ (2) Data proposed for fulfilling the data delivery requirements qualify as limited rights data or restricted computer software and are identified as follows:

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- (c) Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of the data should a contract be awarded to the offeror.

(End of Provision)

**K.5 NFS 1852.245-80 Government Property Management Information (DEVIATION)  
(SEP 2007)**

- (a) The offeror shall identify the industry leading or voluntary consensus standards, and/or the industry leading practices, that it intends to employ for the management of Government property under any contract awarded from this solicitation.
- (b) The offeror shall provide the date of its last Government property control system analysis along with its overall status, a summary of findings and recommendations, the status of any recommended corrective actions, the name of the Government activity that performed the analysis, and the latest available contact information for that activity.
- (c) The offeror shall identify any property it intends to use in performance of this contract from the list of available Government property in the provision at 1852.245-81, List of Available Government Property.
- (d) The offeror shall identify all Government property in its possession, provided under other Government contracts that it intends to use in the performance of this contract. The offeror shall also identify: the contract that provided the property, the responsible contracting officer, the dates during which the property will be available for use (including the first, last, and all intervening months), and, for any property that will be used concurrently in performing two or more contracts, the amounts of the respective uses in sufficient detail to support prorating the rent, the amount of rent that would otherwise be charged in accordance with FAR 52.245-9, Use and Charges, and the contact information for the responsible Government contracting officer. The offeror shall provide proof that such use was authorized by the responsible contracting officer.
- (e) The offeror shall disclose cost accounting practices that allow for direct charging of commercially available equipment, when commercially available equipment is to be used in performance of the contract and the equipment is not a deliverable.
- (f) The offeror shall identify, in list form, any equipment that it intends to acquire and directly charge to the Government under this contract. The list shall include a description, manufacturer, model number (when available), quantity required, and estimated unit cost.
- (g) The offeror shall disclose its intention to acquire any parts, supplies, materials or equipment, to fabricate an

item of equipment for use under any contract resulting from this solicitation when that item of equipment: will be titled to the government under the provisions of the contract; is not included as a contract deliverable; and the Contractor intends to charge the costs of materials directly to the contract. The disclosure shall be in list form, parts shall be grouped by and identify the end item or system and shall include all descriptive information, manufacturer, model, part, catalog or other identification numbers (when available), quantities required, and estimated unit costs.

- (h) Existing available Government property listed in the provision at 1852.245-81 is provided "as is". NASA makes no warranty regarding its performance or condition. The offeror uses this property at its own risk and should make its own assessment of the property's suitability for use. The equitable adjustment provisions of the clause at 52.245-1, Government Property, are not applicable to this property. The offeror must obtain the Contracting Officer's written approval before acquiring replacement property when it intends to charge the cost directly to the contract.
- (i) Existing Government property may be reviewed upon arrangement with the following NASA official:

Kirsten Nagel  
M/S 233-17  
P. O. Box 1  
Moffett Field, CA 94035-0001  
(650) 604-1432  
[kirsten.m.nagel@nasa.gov](mailto:kirsten.m.nagel@nasa.gov)

(End of Provision)

#### **K.6 NFS 1852.245-81 List of Available Government Property (DEVIATION) (SEP 2007)**

- (a) The Government will make the following Government property available for use in performance of the contract resulting from this solicitation, on a no-charge-for-use basis in accordance with FAR 52.245-1, Government Property. The offeror shall notify the Government, as part of its proposal, of its intention to use or not use the property.

See Property Listing in Attachment J.G2

- (b) The Government will make the following Government property available for use in performance of the contract resulting from this solicitation, on a no-charge-for-use basis in accordance with FAR 52.245-2, Government Property Installation Operation Services. The offeror shall notify the Government of its intention to use or not use the property.

See Property Listing in Attachment J.G3

(End of Provision)

(End of Section)

## SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

### L.1 FAR 52.252-1 Solicitation Provisions Incorporated By Reference (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The Offeror is cautioned that the listed provisions may include blocks that must be completed by the Offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

FAR website: <http://acquisition.gov/far/index.html>

NFS website: <http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

#### I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

<u>PROVISION NO.</u>	<u>DATE</u>	<u>TITLE</u>
52.204-6	APR 2008	Data Universal Numbering System (DUNS) Number
52.211-14	APR 2008	Notice of Priority Rating for National Defense Use (C-9 rated order)
52.215-1	JAN 2004	Instructions to Offerors – Competitive Acquisition
52.215-16	JUN 2003	Facilities Capital Cost of Money
52.215-22	OCT 2009	Limitations on Pass-Through Charges – Identification of Subcontract Effort
52.222-24	FEB 1999	Preaward On-Site Equal Opportunity Compliance Evaluation
52.222-46	FEB 1993	Evaluation of Compensation for Professional Employees
52.237-1	APR 1984	Site Visit

#### II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)

<u>PROVISION NO.</u>	<u>DATE</u>	<u>TITLE</u>
1852.223-73	NOV 2004	Safety and Health Plan
1852.227-71	APR 1984	Request for Waiver of Rights to Inventions
1852.227-84	DEC 1989	Patent Rights Clauses
1852.231-71	MAR 1994	Determination of Compensation Reasonableness
1852.233-70	OCT 2002	Protests to NASA

(End of provision)

### L.2 FAR 52.215-20 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data (OCT 1997) (Alternate IV) (OCT 2010)

(a) Submission of cost or pricing data is not required.

(b) Provide information described below: The offeror shall complete the Price Template Workbook provided at Attachment 3.

(End of provision)

**L.3 NFS 1852.215-77 Pre-Proposal/Pre-Bid Conference (AUG 2009)**

An on-site pre-proposal/pre-bid conference will not be held. A virtual conference and tour, including both contract and technical information, is posted on NAIS at <http://prod.nais.nasa.gov/cgi-bin/eps/sol.cgi?acqid=142145#Other%2003> and on FedBizOpps at <https://www.fbo.gov/index?tab=documents&tabmode=form&subtab=core&tabid=a3a3094d60605c912e1029f2671c0f33>.

(End of provision)

**L.4 FAR 52.216-1 Type of Contract (APR 1984)**

The Government contemplates a single award Indefinite Delivery Indefinite Quantity (IDIQ) Firm-Fixed Price (FFP) and Cost Plus Fixed-Fee (CPFF) hybrid Task Order contract resulting from this solicitation.

(End of provision)

**L.5 FAR 52.233-2 Service of Protest (SEP 2006)**

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

NASA Ames Research Center  
ATTN: Brenda Pohl, M/S 241-1  
Moffett Field, CA 94035-0001

- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

**L.6 Proposal Preparation – General Instructions**

- (a) Proposing Entity. Offerors proposing as a team, or other such business arrangement, shall fully describe this team or arrangement by outlining the relationship, commitment, and responsibilities of the parties. This documentation shall be provided, as appropriate, in the proposal and as requested in paragraph (b)(2) below.
- (b) Format.
- (1) Offerors shall submit proposals in three volumes as specified below. Each part of the proposal shall be complete and prepared in accordance with solicitation instructions to enable concurrent and separate evaluation of each part. Unless otherwise noted, all proposal components shall be submitted as printed (paper) copies.

Proposal Component	Location in RFP	Required Copies to NASA-ARC Addressed per SF 33, Block 9		
		Original	Additional	Electronic
<b>Cover Letter</b>	L.6(b)(2)	1	6	1 (may be included with Volume III)
<b>Volume I, Mission Suitability Proposal</b>	L.6(c), L.8(a)	1	6	2
<b>A. Technical Understanding</b> 1. Overall Understanding and Approach 2. Response to Case Study A 3. Response to Case Study B 4. Response to Contract Task Orders	L.8(a)(3)A			
<b>B. Management Approach</b> 1. Organizational Structure and Partnering Approach 2. Response to Case Study C 3. Total Compensation Plan, Staffing, and Recruitment 4. Phase-In Plan 5. Key Personnel 6. Organizational Conflicts of Interest Avoidance Plan	L.8(a)(3)B			
<b>C. Safety &amp; Health Plan</b>	L.8(a)(3)C			
<b>Volume II, Past Performance Proposal</b>	L.6(d), L.8(b)	1	6 <sup>1</sup>	2
<b>Volume III, Price/Cost Proposal</b>	L.6(e), L.8(c)	1	6	2 <sup>2</sup>

<sup>1</sup>A list, including the information in Table 1 of Attachment 2 to the RFP, of the Agencies/Companies who will be responding to the Past Performance Questionnaire is due from the Offeror and all proposed major contractors (i.e., those that will perform 10% or more of the value of the resultant contract, or that the offeror determines to be an important teaming partner critical to the success of the program) at least 15 calendar days prior to the due date for receipt of proposals. The entire completed Past Performance Questionnaire, for each of the identified contracts, must be returned by the customers at least 10 calendar days prior to the due date for receipt of proposals.

<sup>2</sup>The electronic copies of the Price Template Workbook in Section J, Attachment 3 are required to be saved and submitted in their Excel (.xlsx) format, not in PDF, for eventual inclusion in the contract as Attachment J.B2.

(2) Include a cover letter in Volume III of the proposal. The cover letter must be signed by an official authorized to contractually bind your company. As part of that letter, please provide the following information and/or attachments:

- The names, address(es), telephone numbers, facsimile numbers, and email addresses of persons to be contacted for clarification of questions.
- A complete description of any proposed teaming or other such business arrangements (L.6(a)).
- A statement that the proposal is firm for a period of not fewer than 180 days.
- A statement of the acceptance of the anticipated contract provisions and proposed

schedule, or specific exceptions taken to any of the terms and conditions.

- A completed copy of the Standard Form 33, signed by an official authorized to contractually bind the Offeror. Include written acknowledgement of any solicitation amendments.
  - A completed response to Section I, "Contract Clauses," FAR 52.227-23, Rights to Proposal Data (Technical).
  - A completed response to Section K, "Representations, Certifications, and Other Statements of Offerors."
  - A completed Standard Form 3881, ACH Vendor/Miscellaneous Payment Enrollment Form (see Attachment 1).
  - A completed copy of Attachment 6, Exhibit 1, Proposal Cover Sheet, Form JA 038.
  - A listing of the status of the most recent reviews of the Offeror's management system(s) (e.g., purchasing, accounting, property, estimating). Data must identify the type of review, including the results of the review; the cognizant Government agency making the review; contact information for the cognizant Government review; systems approvals, if any; and the last date of any system approvals. The Offeror must clearly indicate whether or not it has a DCAA-approved accounting system and a DCMA-approved purchasing system.
- (3) All proposal volumes shall be submitted to the address specified NO LATER THAN the date and time prescribed in Block 9 of the SF33.
- (4) The pages of each proposal volume shall be numbered and identified with the Offeror's name, RFP number, and date. The table of contents must list figures and tables separately. Where necessary, a cross-reference sheet to other volumes shall be included. Each volume shall contain a more detailed table of contents to delineate the subparagraphs within that volume. Tab indexing shall be used to identify Sections. Each volume shall contain a glossary of all abbreviations and acronyms used, with an explanation for each. Title pages, tables of contents, cross-referencing matrices, lists of figures and list of tables, blank dividers, tabs, and glossaries do not count against the page limitations for their respective volumes. Further page limitations are set forth in this Section L, paragraph L.7, "Proposal Page Limitations."
- (5) Two (2) electronic copies each of Mission Suitability and Past Performance shall be submitted (in addition to the hard copies specified in (b)(1) above) in Portable Document Format (PDF). In addition, two (2) electronic copies of the Price Template Workbook in Section J, Attachment 3, are required to be saved and submitted in their Excel (.xlsx) format, not in PDF. An electronic copy of the Cover Letter may be included with the electronic version of Volume III. The electronic format data shall be provided on quality, virus-scanned, virus-free CD-R/CD-RW or USB stick with an external label indicating: (1) the name of the Offeror, (2) the RFP number, and (3) a list of the files contained on the CD or USB. (In the event that there is not enough surface area to provide external labeling on the USB stick, this information may be included on a separate sheet of paper, which includes a link to the USB stick.) In the event of any inconsistency between data provided on electronic media and proposal hard copies, the original hard copy data will be considered to be the intended data.
- (6) Proposals shall be submitted in a format that addresses all evaluation factors. Information pertinent to the factors shall be included in their respective proposal volumes. The proposal content must provide a basis for evaluation against the requirements of the solicitation. Offerors must identify and discuss risk factors and issues throughout the proposal where they are relevant,

and describe their approach to managing these risks, pursuant to NFS 1815.203-72, “Risk Management.”

- (7) **BINDING AND LABELING:** Each volume of the proposal shall be separately bound in a three-ring loose-leaf binder that shall permit the volume to lie flat when open. Staples shall not be used. A cover sheet shall be bound in each book, clearly marked as to volume number, title, copy number, solicitation identification, and the Offeror’s name. The same identifying data shall be placed on the spine of each binder. The Offeror shall apply all appropriate markings including those prescribed in accordance with FAR 52.215-1(e), “Restriction on Disclosure and Use of Data,” and FAR 3.104-5, “Disclosure, Protection, and Marking of Contractor Bid or Proposal Information and Source Selection Information.”
- (8) **LATE SUBMISSION:** Any volume submitted after the specified time will cause the entire proposal to be considered late in accordance with provision FAR 52.215-1, “Instructions to Offerors—Competitive Acquisition.”
- (c) **Mission Suitability (Volume I).** Both management and technical information shall be included in the Mission Suitability Proposal. No price data shall be included except for a schedule of wages, salaries, and benefits. Information shall be precise, factual, current, detailed, and complete. Offerors shall not assume that the Source Evaluation Committee is aware of company abilities, capabilities, plans, facilities, organization, or any other pertinent fact that is important to the accomplishment of the work. The evaluation will be based on the information presented in the written mission suitability proposal. The proposal must specifically address each listed evaluation subfactor.
- (d) **Past Performance Proposal (Volume II).** The Past Performance factor indicates the relevant quantitative and qualitative aspects of each Offeror’s record of performing services, or delivering products, similar in size, content, and complexity of the requirements of this solicitation.
- (e) **Price/Cost Proposal (Volume III).** Price and cost proposals must contain sufficient pricing information to support negotiation of the contract type noted in this Section L, paragraph L.4, FAR 52.216-1, “Type of Contract.”

(End of Provision)

**L.7 NFS 1852.215-81 Proposal Page Limitations (FEB 1998)**

- (a) The following page limitations are established for each portion of the proposal submitted in response to this solicitation.

<b>Proposal Component</b>	<b>Page Limit<sup>1</sup></b>
<b>Cover Letter</b>	No limit
<b>Volume I, Mission Suitability Proposal</b>	55 pages, exclusive of Total Compensation Plan in B.3 and Response to Contract Task Orders in A.4 below.
<b>A. Technical Understanding</b>	Included in page limit above
1. Overall Understanding and Approach	Included in page limit above
2. Response to Case Study A	Included in page limit above
3. Response to Case Study B	Included in page limit above
4. Response to Contract Task Orders	30 pages In accordance with Clause H.2, Task Order Procedure
<b>B. Management Approach</b>	Included in page limit above
1. Organizational Structure and Partnering Approach	Included in page limit above
2. Response to Case Study C	Included in page limit above
3. Total Compensation Plan, Staffing, and Recruitment	10 pages per Offeror, plus an additional 10 pages per major subcontractor whose employees are not covered by the prime Offeror's Total Compensation Plan <sup>2</sup>
4. Phase-In Plan	Included in page limit for Response to Contract Task Orders in A.4 above
5. Key Personnel	Excluded from page limit above <sup>3</sup>
6. Organizational Conflicts of Interest Avoidance Plan	No limit
<b>C. Safety &amp; Health Plan</b>	No limit
<b>Volume II, Past Performance Proposal</b>	No limit
<b>Volume III, Price/Cost Proposal</b>	No limit

<sup>1</sup> These limits apply only to content pages. Paragraph L.7(c) lists page types which are not affected by this limit.

<sup>2</sup> Major subcontractor TCP plans, if required, are to be submitted in a sealed envelope with their Volume III proposal submission.

<sup>3</sup> Commitment letters are limited to one page per individual; resumes with position descriptions are limited to two pages per individual.

- (b) A written page is defined as one side of a sheet, 8 1/2" x 11", with at least one inch margins on all sides and shall contain font text with a font size not smaller than 12 point. 8 point type font is acceptable for captions to graphics and captions to figures. Foldouts count as two (2) pages per written side "four (4) pages if written on both sides". The metric standard format most closely approximating the described standard 8 1/2" x 11" size may also be used. Diagrams, charts, tables, and photographs shall contain text font in a size no smaller than 10 point. Header and footer information (i.e., company name, date, solicitation number, and page number) can be included in the one-inch margins.
- (c) Title pages, tables of contents, cross-referencing matrix, list of figures and list of tables, blank dividers, tabs, and glossaries are excluded from the page counts specified in paragraph (a) of this provision. In

addition, Volume III of your proposal is not page limited. However, Volume III is to be strictly limited to cost and price information. Information that can be construed as belonging in one of the other Volumes of the proposal will be so construed and counted against that Volume's page limitation. In addition, the Safety and Health Plan and the Organizational Conflicts of Interest Avoidance Plan are not page limited. Commitment letters are limited to one page per individual, and the resumes with position descriptions are limited to two pages per individual. Also, past performance questionnaire responses in the Past Performance Volume are not page limited.

- (d) If final revisions are requested, separate page limitations will be specified in the Government's request for that submission.
- (e) Pages submitted in excess of the limitations specified in this provision will not be evaluated by the Government and pages will be returned to the Offeror.

## **L.8 Proposal Preparation – Specific Instructions**

The contract award will be based on evaluation of the following factors:

- Mission Suitability
- Past Performance
- Price/Cost

Proposals shall be submitted in a format that follows the format of the factors and their subfactors. Each proposal volume shall only contain information germane to that respective factor. Only information pertinent to the factors and subfactors shall be submitted in the Offeror's proposal volumes. (See the weighting for the factors and subfactors in Section M.3.)

- (a) **Mission Suitability Proposal (Volume I).** The Mission Suitability factor indicates, for each Offeror, the merit or excellence of the work to be performed or product to be delivered. Information must be precise, factual, current, detailed, and complete. Offerors must not assume that the SEB is aware of their company abilities, capabilities, plans, facilities, organization, or any other pertinent fact that is important to the accomplishment of the work.
  - (1) The evaluation will be based on the information presented in the written proposal. The proposal must specifically address each listed evaluation subfactor. Offerors may recommend changes to the Statement of Work in instances where such changes would improve performance, provided they are specifically identified together with the wording and a justification for the change.
  - (2) The content of the Offeror's Mission Suitability Proposal shall provide the basis for evaluation of the Offeror's response to the technical requirements of the RFP. Offerors shall identify and discuss risk factors and issues throughout the proposal where they are relevant, and describe their approach to managing these risks. Offerors shall recommend potential efficiencies to be taken and their approach for implementation.
  - (3) If the SEB determines that a proposal does not adequately demonstrate that the Offeror will be able to perform the work with the resources proposed, the SEB may determine this to be a mission suitability weakness, adversely affecting the Offeror's Mission Suitability score, if appropriate. This integration between mission suitability findings and price and cost proposed is critical to accomplishing price reasonableness.

The Mission Suitability Proposal shall address the following subfactors:

INDEX OF MISSION SUITABILITY SUBFACTORS			
<i>Paragraph</i>	<i>Subfactor Title</i>	<i>Elements</i>	
A	Technical Understanding	1	Overall Understanding and Approach
		2	Response to Case Study A
		3	Response to Case Study B
		4	Response to Contract Task Orders
B	Management Approach	1	Organizational Structure and Partnering Approach
		2	Response to Case Study C
		3	Total Compensation Plan, Staffing, and Recruitment
		4	Phase-In Plan
		5	Key Personnel
		6	Organizational Conflicts of Interest Avoidance Plan
C	Safety & Health Plan		

Note: The following outline should not be construed as an indication of the order of importance or relative weighting within individual elements shown in the Index of Mission Suitability Subfactors table above, as there are no discrete point values to any of the elements.

The following information is provided to indicate the minimum content to be included in the proposal.

**A. Technical Understanding (Subfactor)**

Stating that the Offeror understands and will comply with the requirements described in the SOW is considered an inadequate response, as is paraphrasing. Proposals that restate the SOW without discussing approach and rationale may be considered unacceptable and subject to rejection. Statements such as “standard procedures will be employed” or “well known techniques will be used” do not indicate a sufficient level of awareness and understanding of the SOW, and will not be considered as an effective response to the solicitation.

**1. Overall Understanding and Approach**

The Offeror shall demonstrate the technical understanding of all the requirements of the SOW and their interrelationships. The Offeror’s proposal shall specifically address how the work would be accomplished as follows:

- Approach for managing the broad spectrum of technical areas of the SOW in a coherent, integrated manner. The Offeror shall describe its approach to providing high-quality performance to meet the SOW requirements. The Offeror shall further describe its approach to applying consistent architecture, implementation, and operational best practices across tasks and processes and to institutionalizing and sharing those best practices.
- Demonstration that the proposal shall be complete, balanced, and consistent, and should clearly demonstrate an understanding of all the technical requirements of the Statement of Work (SOW) and their interrelationships. It shall discuss approaches to each technical requirement in the SOW and rationale for those approaches.
- Approach to integrating and coordinating the technical areas of the SOW; and innovative ideas for accomplishing the technical areas.
- Approach for remaining on the forefront of emerging IT technologies and services and for proactively sharing this knowledge with ARC. Approach to maintaining technical currency, staying abreast of Federal, State, County, and local regulations, policies, and strategies impacting performance under the contract, performing impact assessments, and providing

recommendations for implementation. The Offeror shall provide recent examples of performance highlighting its competency in this area.

- Approach for ensuring quality contract performance and customer satisfaction. The Offeror shall describe its quality assurance process and disclose its planned use of performance metrics and its data analysis and collection procedures to ensure continuous process improvement over the life of the contract.
- Identification of significant risks associated with performance of the contract and the Offeror's approach to avoiding, neutralizing, or mitigating those risks.

## 2. **Response to Case Studies**

The case studies provided below and under the Management Approach Subfactor are intended to enable the Government to evaluate the Offeror's technical abilities and ability to manage a complex scenario. Proposals that restate the case studies without discussing approach and rationale may be considered unacceptable and subject to rejection. Further, the Offeror can assume that the evaluation team has copies of the case study. Therefore, restating the case study is unnecessary.

### a. **Response to Case Study A**

The NextGen Project seeks to seamlessly respond to changes in project milestones and continuously improve the productivity of Information Technology (IT) support resources, services, staff, management, and users by identifying and mitigating project success limiters including, but not limited to, project milestone changes, risks, inefficiencies, bottlenecks, and undesirable duplication and gaps.

The Offeror shall describe its proposed processes for addressing changes in project milestones, identifying, prioritizing, and mitigating project success limiters in the NextGen Project. The offeror shall also describe the proposed approach for mitigation of two relevant project success limiters.

The offeror's detailed response to the case study shall address the following:

- Management approach to handling technical challenges
- Implementation and operational schedule, and required resources
- Unique and critical aspects of the approach
- Assumptions made in responding to the case study

### b. **Response to Case Study B**

NASA seeks to continuously improve the productivity of system resources, services, staff, management, and users by identifying opportunities such as emerging technologies that have untapped potential when implemented in innovative ways.

NASA also seeks to mitigate mission impact risks such as but not limited to: inefficiencies, gaps, bottlenecks, undesirable duplication of effort, and ineffective process change.

The offeror shall describe its proposed processes for identifying and prioritizing tasks that will enhance service while mitigating mission impact risk in operating the cloud services. The offeror shall also describe an example of a hypothetical cloud service and how it

would be run, addressing at a minimum the issues outlined in the above bullets.

The offeror's detailed response to the case study shall address the following:

- Management approach, which includes interface with SOW areas C.3.1.1.7 and C.3.1.1.1, for new services.
- Technical approach considering current Ames environment
- Implementation and operational schedule, and required resources
- Unique and critical aspects of the approach, including innovative aspects
- Integration with requirements outlined in SOW area C.3.1.5
- Interface with Customer Experience requirements as outlined in SOW area C.3.1.7.1
- Interface with Information Security requirements as outlined in SOW areas C.3.1.2.4, C.3.1.2.19, and C.3.1.6.4

### **3. Response to Task Orders**

The Offeror shall submit a task plan for each of the task orders provided in Attachments 7a and 7b in the solicitation in accordance with Clause H.2, Task Order Procedure, providing the Offeror's overall understanding of each Contract Task Order requirement. Deviations from task order 357 historical pricing are acceptable but shall be justified in the task order response. Rather than include the task plan pricing with the task plan, the Offeror shall include the task plan pricing on the Summary Price Template in the Pricing Volume for the FFP task orders provided in Attachments 7a and 7b.

At the Government's option, the Government may elect to award the FFP task orders provided in response to Attachments 7a and 7b at the price proposed in the ISPTFP at the point of contract award.

## **B. Management Approach (Subfactor)**

The Offeror shall describe its management and business approaches to coordinate, perform, integrate, control, and accomplish the requirements of the SOW and CTOs from phase-in through the life of the contract. The Offeror's proposal shall contain the information requested below and be organized in a similar outline.

### **1. Organizational Structure and Partnering Approach**

The offeror shall describe its organizational structure and partnering approach, including rationale for the following:

- How the offeror's organizational structure provides clear internal and external lines of authority. Diagram the structural connections or associations of the entities responsible for this work with any corporate or division organizations and any subcontractors.
- Authority and responsibility vested in site and technical-task managers and their access to corporate or company resources.
- Procedures for accommodating changing tasks, task priorities, resources, and schedules while ensuring achievement of goals and objectives.

- Organization and coordination of all performing entities, in particular all major subcontractors, and their relationship to the overall effort.
- Services, facilities, equipment, and staff assistance, beyond that required for the on-site staff, that its corporation can obtain for this contract that are either internal or external to the corporation, how these resources can be obtained or provided, and the corporate commitment and flexibility to provide these resources when requested. Highlight benefits to the Government of these identified resources (in terms of mission impact, cost savings, technical resources, efficiency improvements, etc.) where appropriate.
- Developing and infusing IT best practices from partner organizations.

## 2. **Response to Case Study C**

The transition of services from ACITS 3 to the applicable Agency I3P contracts will create numerous management challenges.

The Offeror shall provide an example of a hypothetical, “high level”, executive summary transition plan that transfers all telecommunications and data network services, as outlined in task C.3.1.3.2, to a notional Vendor X. In addition, it shall describe its management and business approaches to coordinate, perform, integrate, control, and accomplish transition from ACITS 3 to the applicable I3P contracts. The Offeror shall describe its proposed approach for managing a six-month transition. The Offeror’s detailed response to the case study shall address the following:

- Management approach
- Implementation and operational schedule, and required resources
- Unique and critical aspects of the approach
- Identification and mitigation of risks
- Assumptions made in responding to the case study
- How the offeror’s organizational structure provides clear internal and external lines of authority. Diagram the structural connections or associations of the entities responsible for this work with any corporate or division organizations and any subcontractors.
- Authority and responsibility vested in site and technical-task managers and their access to corporate or company resources.
- Procedures for accommodating changing tasks, task priorities, resources, and schedules while ensuring achievement of goals and objectives.
- Organization and coordination of all performing entities, in particular all sub-contractors, and their relationship to the overall effort.
- Services, facilities, equipment, and staff assistance, beyond that required for the on-site staff
- Internal or external resources that can be obtained or provided and corporate commitment and flexibility to provide these resources when requested.
- Benefits to the Government of these identified resources (in terms of mission impact, cost savings, technical resources, efficiency improvements, etc.) where appropriate.

### 3. **Total Compensation Plan, Staffing, and Recruitment**

The Offeror shall provide a Total Compensation Plan (TCP) for all personnel proposed, in accordance with NFS provision 1852.231-71, "Determination of Compensation Reasonableness," and FAR provision 52.222-46, "Evaluation of Compensation for Professional Employees." Major subcontractors (i.e., those that will perform 10% or more of the value of the resultant contract, or that the Offeror determines to be an important teaming partner critical to the success of the program) shall submit individual compensation plans if their employees are not covered by the prime Offeror's plan. The required professional compensation plan must:

- (1) Identify the categories of personnel that are in a bona fide executive, administrative or professional capacity as defined by FAR 22.1102 and 29 CFR 541. Describe the impact that the proposed compensation will have on recruiting and retaining professional employees.
- (2) Identify salary ranges and fringe benefits proposed for employees – including an itemization of the benefits that require employee contributions and the amount of that contribution as a percentage of the total cost of the benefit – and how they relate to the local employment market. Provide a reference to where two charts, one containing the average of fringe benefit information for all the exempt labor categories and one containing the average of fringe benefit information for all the non-exempt labor categories, are located in the Cost Proposal.
- (3) Discuss employee compensation regarding: vacations, severance pay, holidays, overtime and shift differentials, sick leave, California Family Leave Act, bonus plans, life insurance, medical/dental/vision insurance, uncompensated overtime, pension contributions, employee incentives, training, career development, moving expenses, and compensatory time. Identify benefits that require employee contributions and the amount of that contribution as a percentage of the total cost of each benefit.
- (4) If uncompensated overtime is proposed, give rationale and identify hours of uncompensated overtime proposed by labor category.
- (5) Each benefit proposed which would reasonably incur cost shall be identified and costed in Volume III. Identify the cost element in which the benefit will be charged (e.g., direct labor cost, G&A, Overhead, or Fee).
- (6) Provide supporting data, such as recognized national, regional, and local compensation surveys and studies of professional, public and private organizations, used in establishing the total professional compensation structure.

The Offeror shall describe its staffing and recruitment approach and rationale for attracting, retaining, and motivating employees. In its description, the offeror shall address, at a minimum, the following:

- Provide recruitment plans, methods, and employee retention plans. Address plans for internal training, mentoring, and career development.
- Approaches to addressing any difficulties anticipated in fulfilling the staffing requirements of this contract and the plans to overcome those difficulties.
- Submit information concerning other policies and incentives aimed at contributing to employee retention, morale, productivity, growth and development.
- Plans for short notice, rapid recruiting of experienced and qualified personnel (other than key

personnel), subcontracting arrangements, and other cross-utilization of personnel to meet changing requirements of the contract. Address proposed approach for maximizing staffing efficiencies, especially due to reductions or increases resulting from budget fluctuations; short notice changes in requirements; long-term personnel absences due to vacation, illness, etc; and temporary assignments.

- Propose methods and procedures for staffing in support of specific projects that may have a defined period of performance of less than one year.

#### **4. Phase-In Plan**

The Offeror shall submit a task plan for the task order provided in Attachment 7c in the solicitation in accordance with Clause H.2, Task Order Procedure, providing the Offeror's overall understanding of the Phase-In Task Order requirement. The offeror shall describe its phase-in plan for the following:

- Identification of phase-in risks and recommended approaches to minimize the probability and impact of those risks
- Approaches for ensuring efficient continuation of operations during contract transition, addressing issues typically encountered during the initial and ongoing transition of personnel.
- Proposed key or other personnel (by title) who will participate during the phase-in and rationale, and a discussion of their availability.
- Estimate of the number of incumbent contractor employees expected to be hired with supporting rationale.
- The impact of the Offeror's policy for continuing and/or replacing the benefits of the incumbent contractor's employees expected to be hired (e.g., seniority, accrued sick and annual leave, compensatory time, health plans, and 401(k) plans).

Rather than include the task plan pricing with the task plan, the Offeror shall include the task plan pricing in the IDIQ Phase-In Task (PIT) tab for the CPFF phase-in task order provided in Attachment 7c.

The Offeror's response to the CPFF task order for Contract Phase-In provided in response to L.8(a)(B)4 shall be used as the task for the Phase-In Period.

#### **5. Key Personnel**

The offeror shall describe provide the following:

- Rationale for the designation of each key personnel position as key
- Rationale for selection of personnel to fill key positions, including a description of the individuals selected for key positions, their background, qualifications, and their proposed assignment/role in the contract
- For key personnel identified, discuss the actual time committed throughout the duration of the contract, the rationale for the level of commitment, and the impact thereof on contract performance
- Commitment letters and resumes with position descriptions for key personnel. The employment commitment letter shall include, at a minimum, a reference to the procurement for which the commitment is being made, the identification of the position being committed

to, the date the commitment is being made (and any date upon which the commitment should be considered void unless renewed), the current employer of the individual making the commitment, and the name of the individual making the commitment.

- Individuals assigned to these key positions, allocation of key positions between the prime contractor and any proposed subcontractors or teaming partners, and percentages of individual key personnel time allocated to this contract.
- Staffing approach for key personnel during absences due to vacation, illness, etc.
- Procedures for retaining and replacing key personnel.

**6. Organizational Conflicts of Interest Avoidance Plan**

- An Organizational Conflicts of Interest Avoidance Plan shall be provided in the proposal. The Plan shall include a narrative which describes the Contractor's procedures to ensure compliance with, and assurances that all safeguards are in place to maintain control, handling and non-disclosure of sensitive data in conformance with contract requirements. Specifically, the Plan shall address all the requirements identified in Section H, paragraph H.14 (*Organizational Conflicts of Interest and Limitation on Future Contracting*) and Section I, paragraph I.11 (NFS 1852.237-72, *Access to Sensitive Information*) relative to the Offeror's understanding and proposed methodology for implementation of the above contract requirements. This plan, as approved by the Contracting Officer, shall be incorporated into the contract as Attachment J.L2.

**C. Safety & Health Plan (Subfactor)**

The Offeror shall submit a detailed written Safety and Health Plan that is a complete and comprehensive response to the management of safety and health hazards that will be expected during this contract in accordance with NPR 8715.3 and APR 1700.1. The NPR 8715.3 can be accessed at <http://nodis3.gsfc.nasa.gov/>. A redacted version of the APR 1700.1 can be accessed at the following URL: <http://server-mpo.arc.nasa.gov/Services/CDMSDocs/Centers/arc/Dirs/APR/APR1700.1.html>.

The Offeror's plan shall include those listed below (per Chapter 2, Appendix A of APR 1700.1):

- (a) Management Leadership and Employee Participation
- Statement of the Offeror's corporate safety policy
  - Statement of specific goals and objectives to be met
  - Description of management's procedures for implementing its commitment to Safety and Health including description of processes and procedures for making this plan visible in all contract and subcontract activities and products
  - Description of procedures to promote and implement employee involvement
  - Description of line and staff responsibilities for Safety and Health program implementation
  - Description of procedures for ensuring that management and employees will be held accountable for implementing their tasks in a safe and healthful manner
  - Description of the method for internal program evaluation
  - Description of approach to document Safety and Health program performance

- Identification of procedures used to assure that the Offeror's procurements are reviewed for safety considerations
- (b) Workplace Analysis
- Description of the methods for identification of workplace hazards including the procedures and techniques used to compile an inventory of hazards associated with the work to be performed
  - Description of requirements and procedures for regular inspections and evaluations of work areas and implementation of corrective actions
  - Description of methods for encouraging employee reporting of hazardous conditions
- (c) Mishap Investigation and Workplace Analysis
- Description of methods to assure reporting and investigation of mishaps including corrective actions implemented to prevent recurrence
  - Description of approach to performing trend analysis of data via Accident/Incident Summary Reports, and Log of Occupational Injuries and Illnesses
- (d) Hazard Prevention and Control
- Description of approach to consideration and selection of controls
  - Description of methods to assure relevant hazardous situations and proper controls are identified in documentation, such as, inspection procedures, test procedures, etc.
  - Description of procedures for obtaining, inspecting, and maintaining protective equipment
  - Description of responsibilities for maintaining facilities baseline documentation in accordance with Center requirements
  - Description of approach to preventive maintenance
  - Description of your medical surveillance program to evaluate personnel and workplace conditions
- (e) Emergency Response
- Description of approach to emergency preparedness and contingency planning which addresses fire, explosion, inclement weather, environmental releases, earthquakes, etc.
- (f) Safety and Health Training
- Description of Offeror's internal training program including identification of responsibility for training employees to assure understanding of safe work practices. Describe personnel certification programs, and approaches to ensure that training is retained and practiced

This plan, as approved by the Contracting Officer, shall be incorporated into the contract as Attachment J.L1.

- b) **Past Performance Proposal (Volume II)**. The goal of this factor is to obtain information regarding the Offeror and major subcontractors' relevant past performance specifically in the areas of technical performance, contract management, and corporate management responsiveness. "Major subcontractors," for purposes of this section of the solicitation, is defined as subcontractors performing work valued at greater than or equal to 10% or more of the value of the resultant contract or that the Offeror determines to be an important teaming partner critical to the success of the program. "Offeror" and "major subcontractor," for purposes of this solicitation include predecessor companies.

# **1. General Instructions**

The Past Performance Proposal shall include:

- a. A list of relevant contracts for the Offeror and each major subcontractor: A maximum of three (3) for the Offeror and a maximum of three (3) per major subcontractor. A relevant contract is defined as a Government or Industry contract with similar scope in excess of \$5M total value, completed no more than five (5) years ago or on-going, involving related types of effort. These contracts shall demonstrate the Offeror's and each major subcontractor's capabilities to perform this requirement. Include the contract numbers; contract type; Government agency or industry placing the contract; Contracting Officer or equivalent, telephone number, and email address; and a brief description of Offeror's and each major subcontractor's part of the work and the total dollar value of the Offeror's and each major subcontractor's portion. Industry contracts involving subcontracting to another company that may have a prime contract with some area of the government are acceptable. If the Offeror or major subcontractor(s) does not have enough relevant contracts that meet the value requirement, information may be provided for contracts of a lesser value.
- b. For each contract identified in paragraph (a) above, specify and explain the amounts of cost growth, or increases to contract value. Explain growth resulting from extensions to the period of performance; from work added to the scope of the contract; and from performance that cost more than originally predicted or estimated. For Firm Fixed Price (FFP) contracts identified in paragraph (a) above, describe how you were able to satisfy the Contractual requirements within the proposed price. Describe innovative approaches utilized in the performance of FFP Contracts.
- c. For each of the contracts identified in paragraph (a) above, identify and explain any serious performance problems, any termination for default, any environmental violations, and any safety violations cited.
- d. For each of the contracts identified in paragraph (a) above, the Offeror shall request the customer to complete a Past Performance Questionnaire to be submitted directly to the Contracting Officer. Attachment 2, Past Performance Questionnaire, includes a cover letter template containing submission instructions.
  - (1) Each Offeror and major subcontractor shall complete Table 1 of the Past Performance Questionnaire identified in Section J.1, "List of Documents, Exhibits, and Attachments," for each reference identified in section (d)(2) below.
  - (2) For all Offerors that intend to team, the Offeror shall submit information describing past successful teaming experiences in the referenced contracts. Each Offeror and any proposed major subcontractor shall send a Past Performance Questionnaire which is blank except for the information completed in Table 1 as directed in paragraph L.8(b)(1)(d)(1), to the cognizant Contracting Officer or the Contracting Officer's Technical Representative of no more than

three (3) relevant completed (completed within the last five years) or active (underway at least one year) contracts. All Past Performance Questionnaires shall be drawn from paragraph (a) above. The Offeror is responsible for ensuring that the respondent completes and submits the questionnaire directly to the NASA Ames Research Center Contracting Officer no later than 10 days prior to proposal due date. The questionnaires returned to the Government will not be counted against the proposal's page limitation.

- (3) Each Offeror and major subcontractor shall provide NASA Ames Research Center Contracting Officer a list of contracts from whom Offerors have requested past performance information 15 days prior to proposal due date, via email to Brenda Pohl at [brenda.k.pohl@nasa.gov](mailto:brenda.k.pohl@nasa.gov).

## 2. Major Areas to be Evaluated

The major areas to be evaluated for the Past Performance factor are Relevant Technical Performance, Contract Management, Corporate Management Responsiveness, and Other Information. Information regarding relevant technical performance, contract management, corporate management responsiveness, and other information shall be supplied by the Offeror and major subcontractors for the reference contracts that are identified in the paragraphs above (see paragraph b.1(a)).

- a. *Relevant Technical Performance.* The Offeror and major subcontractors shall provide any relevant technical performance information for each of their reference contracts to assist in the Government's evaluation on each of the following topics:
- Compliance with technical and schedule requirements
  - Contractor flexibility and effectiveness in dealing with changes to technical requirements
  - Innovation and resource-efficient solutions to satisfy requirements
  - Key personnel performance
  - Ability to assess and re-assign staff based on technical performance
  - Problems encountered and their resolutions
  - Approach to dealing with short-term, high-demand requirements
  - Infusion of best practices and lessons learned
- b. *Contract Management.* The Offeror and major subcontractors shall provide any contract management information for each of their reference contracts to assist in the Government's evaluation on each of the following topics:
- Employee safety record
  - Qualifications, effectiveness, and authority of on-site contract management
  - Simultaneous management of a large number of complex tasks of varying sizes
  - Conformance with the terms and conditions of contracts, including delivery of products and reports, and adherence to cost and schedule constraints

- Effective flow-down of requirements to subcontracts and method for monitoring subcontract performance
  - Efficiency and effectiveness of approach used to attract and retain employees
  - Management of the phase-in period to ensure efficient continuation of operations during contract turn-over
  - Efficiency of management and negotiations of task orders and changes thereto
  - Quality of cost estimating and performance, including frequency, root causes, and management of cost over- and under-runs exceeding five percent of the initial cost estimate.
  - Use of key personnel as proposed
  - Use of personnel with the appropriate skills and expertise
  - Proactiveness and degree of cooperation in resolving issues
  - Stability of contractor workforce, both for key and other personnel, during the first twelve months of the contract period of performance
- c. *Corporate Management Responsiveness.* The goal of this area is to obtain information regarding the Offeror's and major subcontractors' relevant corporate management responsiveness past performance. The Offeror and major subcontractors shall provide any corporate management responsiveness information for each of its reference contracts to assist in the Government's evaluation. The following topics must be addressed:
- Responsiveness of corporate management to contract problems
  - Impact of corporate management involvement in the operation of the contract
  - Ability to operate free from organizational conflicts of interest
- d. *Other Information.* For all relevant contracts identified in b.1 above, the Offeror and major subcontractors shall:
- Describe any significant awards and certifications received that are relevant to solicitation requirements
  - Describe any serious performance problems, termination for default, or regulatory violations
  - For Award Fee or Incentive Fee Contracts, provide the rating scale and the fee evaluation scores for all evaluation periods
  - Provide examples of innovative methods implemented by the contractor that resulted in cost savings to the customer

Past performance information may also be obtained through the NASA Past Performance Data Base (PPDB) or similar systems of other Government departments and agencies, questionnaires tailored to the circumstances of this acquisition, Defense Contract Management Agency (DCMA) channels, interviews with Program Managers and Contracting Officers, and other sources known to the Government, including commercial sources.

Offerors are notified that, in conducting an assessment of past performance, the Government reserves the right to use both data provided by the Offeror and data obtained from other sources.

c) **Price/Cost Proposal (Volume III).**

1) Instructions for Preparation of the Price/Cost Proposal

Certified cost and pricing data is not required; however, data other than certified cost and pricing data is required. To ensure that the Government is able to perform a fair assessment of the proposed cost, each Offeror is required to submit a cost proposal that is suitable for evaluation. A cost volume that is suitable for evaluation shall:

- a. Account for all resources necessary to complete requirements of this RFP.
- b. Provide traceability to the technical/management proposal(s).
- c. Explain in detail all pricing and estimating techniques.
- d. Disclose the basis of all projections, rates, ratios, percentages, and factors in sufficient detail to facilitate the SEB's understanding and ability to mathematically verify these estimating tools.
- e. Comply with applicable Federal Acquisition Regulation (FAR), NASA FAR Supplement (NFS), and governing statutory requirements.
- f. Include a narrative portion that explains all judgmental elements of cost projections and fee policies including any proposed cost ceilings and team fee sharing arrangements.
- g. Include all templates required in this RFP.

The Offeror's cost proposal shall be submitted in one volume labeled Volume III Cost/Price Proposal.

2) EXCEL PRICING MODEL (EPM) FILE:

**Format:** In order to achieve standardization, the Excel Pricing Model (EPM) includes an IDIQ worksheet for offeror response. This worksheet must be automated to the greatest extent possible; as necessary to meet the offeror's needs, the offeror may add information to the EPM, but no information may be deleted.

The IDIQ area response shall include the following worksheet templates: Fully Burdened Rates Template (FBR), Minor Subcontract Pricing Template (MST), IDIQ Summary Cost Template Cost Reimbursable (ISCTCR), IDIQ Summary Cost Template Fixed Price (ISPTFP), Overhead and/or Fringe Template (OFT), G&A Template (GAT), Total Compensation Templates TC(a through e), Cognizant Audit Office Template (CAOT), and Phase in Template (PIT).

The goal of the EPM is to provide a comprehensive working model of the Offeror's proposed cost volume in an automated format. The pricing model will be designed to facilitate changes to source data such as direct labor hours and/or rates, overhead and G&A rates etc. and be sophisticated enough to compute the total impact of various changes to both cost and price. It is important that your model facilitate this process to ensure fidelity and is error free. For example; the model must be able to compute the cost and price impact of:

- a. Increasing (or decreasing) the number of Network Engineer work-year equivalent staff (WYE). (A WYE is a full time equivalent that is defined as follows: the proposed productive hours needed to comprise one average full time employee. A WYE may be comprised of one employee or several part time employees. A productive WYE is defined as follows: the total available hours for productive work in a year, excluding overtime and paid time off (vacation, holiday, etc.). NOTE: Historical WYE and Budget Information for FY09 is provided as Attachment 5.)

- b. Increasing (or decreasing) the overhead rate(s).

**Formulas:** All formulas used in the worksheets must be clearly visible in the individual cells and verifiable. Whereas linking among the spreadsheets or workbooks may be necessary; the use of external links (source data not provided to NASA) of any kind is prohibited. The worksheets must contain no macros or hidden cells. All dollar amounts shall be rounded to the nearest dollar. All IDIQ fully burdened labor rates shall be rounded to the nearest penny, \$XX.XX. All rates (indirect percentages) shall be rounded to the second decimal place, XX.XX%.

**Locks:** The EPM and all its associated worksheets shall not be locked/protected or secured by passwords.

#### **CD Cost Proposal Organization**

The Government intends to use a personal computer with Microsoft Excel to aid in the evaluation of the cost proposal. In addition to the hardcopy requirements of the preceding section, each prime and major subcontractor is required to submit their EPM and any other electronic cost data, including formulas, only on electronic media as addressed in paragraph L.6(b)(2).

When multiple versions of the same template are required, then submit the multiple templates inside one worksheet stacked vertically. For example the Fully Burdened Rates Template –(FBR) is required for each year of the contract, therefore ten vertically stacked templates will be submitted under a tab titled FBR under workbook IDIQ-Company Name.xlsx

All electronic file/workbook names included in the Offeror's proposal shall begin with the appropriate workbook acronym, hyphen, followed by the first three letters of the Offeror's company name. For example: Assume the Offeror's company name is ABC Company and the Offeror have completed the IDIQ Form workbook; the file/workbook name would be IDIQ-ABC.xlsx. Offerors shall use the Template acronyms below in naming individual worksheets/tabs within an Excel file/workbook:

#### **Workbook Acronyms:**

**FBR** – Fully Burdened Rates Template

**MST** - Minor Subcontractor Pricing Template

**OFT** - Overhead and/or Fringe Template

**GAT** - General & Administrative Expense Template

**ISCTCR** – IDIQ Summary Cost Template Cost Reimbursable

**ISPTFP** – IDIQ Summary Cost Template Fixed Price

**CAOT** - Cognizant Audit Office Template

**TC(a)** – Compensation Template (a) Salaries & Wages – Non-Exempt

**TC(b)** – Compensation Template (b) Salaries & Wages –Exempt

**TC(c)** – Compensation Template (c) Fringe Benefit Analysis Package

**TC(d)** – Compensation Template (d) Personnel and Fringe Benefits Policies

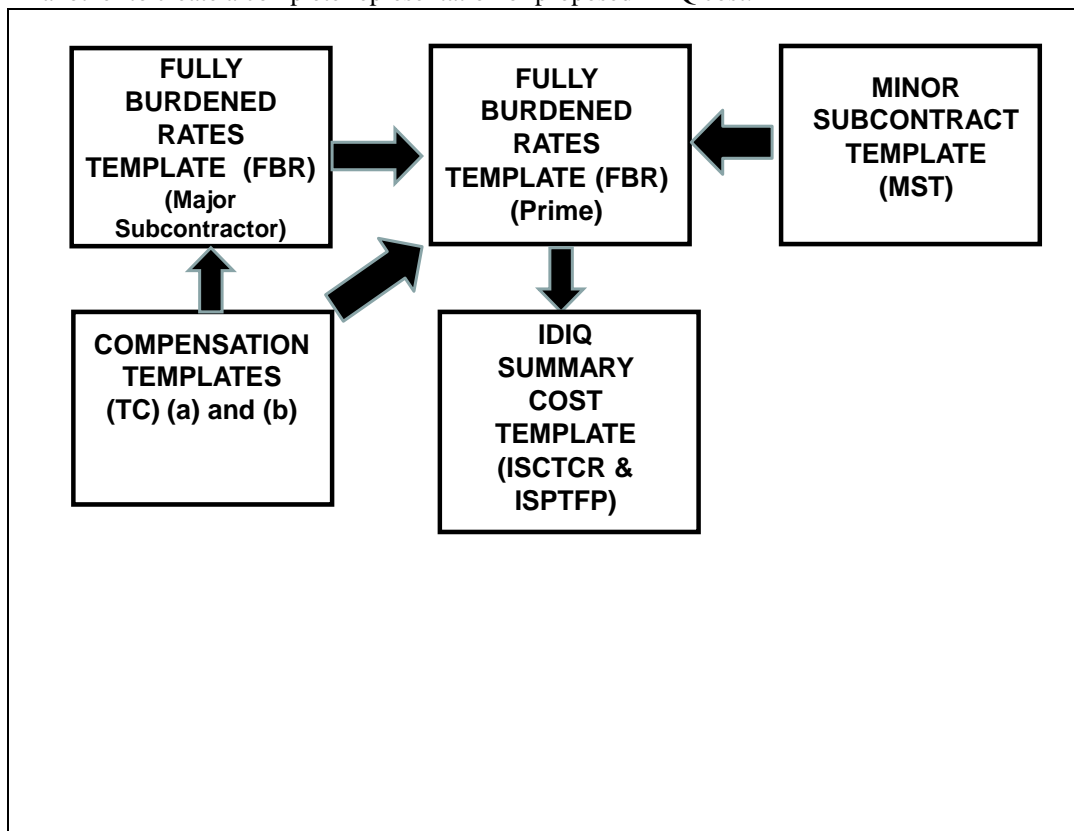
**TC(e)** – Compensation Template (e): Incumbency Assumptions

**PIT** – Phase in Template

The cost proposal templates are designed to provide NASA with information necessary to perform a cost realism analysis. The specific templates required can be found in Attachment 3.

### 3) IDIQ WORKBOOK INSTRUCTIONS

The following flowchart illustrates in a simplified manner how the different templates relate to one another to create a complete representation of proposed IDIQ cost.



The instructions for required completed cost templates apply to the prime Offeror and all major subcontractors (i.e., those that will perform 10% or more of the value of the resultant contract, or that the Offeror determines to be an important teaming partner critical to the success of the program ).

#### **Fully Burdened Rates Development Template (FBR)**

A separate FBR is required for the CPFF model and for the FFP model for each contract year of the effort from the prime and is required from each major subcontractor(s). The FBR submissions shall provide developed rates for each of the SLCs provided in Attachments 9 and 10. Offerors are reminded to check the appropriate boxes at the top of the FBR template for each of their submissions. Major subcontractors are defined as those that will perform 10% or more of the value of the resultant contract, or that the Offeror determines to be an important teaming partner critical to the success of the program. This template is provided so that each Offeror may show how they arrived at their individually proposed fully burdened rates including profit/fee. As noted towards the top of this template, the columns below the blue area shall be completed by the prime contractor; likewise, the columns below the yellow area shall be completed by the major subcontractor.

The first two columns address the Offeror's direct labor categories and the NASA Standard Labor

Categories.

The Incumbent Retention % Column allows the Offeror to propose the percentage retention of the existing workforce per NASA Standard Labor Category. The Offeror may propose any percentage per labor category that is based upon the proposed management and technical approach required for the statement of work. In the example, 100% is placed against an IT Professional II for illustrative purposes.

The Percentage Usage Column is provided so that the Offeror may weight the proposed direct labor per the Offeror's labor categories. The usage percentage must total to 100% for each SLC. In addition the Direct Labor Rate Column is provided so that the Offeror may provide the average direct labor cost for each Standard Labor Categories (SLC) while simultaneously mapping the Offeror's job categories into the SLC's. For example, assume that for the SLC "Warehouse Specialist I," you have two contractor specific categories that map into this category. The two categories are "XYZ 1" at \$28.75/hr and "XYZ 2" at \$25.25/hr. The Offeror (prime or sub) also assumes that its specific labor category will be utilized 75% and 25%, respectively. Then the rates that should show up as the consolidated SLC rate for this specific category is derived as follows:  $(\$28.75/\text{hr} * 75\%) + (\$25.25/\text{hr} * 25\%) = \$27.88$ . Note that this is simply an example and it may not capture all possibilities.

**Note:** If you are not proposing escalation for your fixed priced direct labor rates, explain how you plan to retain those skills.

Next, Overhead Rate Column addresses the overhead rate(s). The Overhead Cost Column is the overhead cost added to the direct labor cost to compute the fully burdened rate. This column may be modified to accommodate your accounting system. You may add rows or columns to facilitate this. However, do not remove any SLC's in your submitted templates.

Shift premium should be included in the direct labor rate for shift workers and listed as a separate category in the TC(a), TC(b), and FBR templates. For example: IT Professional II (Second Shift).

The General and Administration (G&A) Rate Column addresses the G&A rate. The G&A Cost Column addresses those costs associated with home office expenses.

The facilities capital cost of money column is provided if the offeror should propose this cost.

The fee column on this template is applicable to the major subcontractors only if the major subcontractor is not sharing in the fee pool and is proposing its own separate fee structure.

The FBR column basically combines the direct labor hourly rate and all the indirect costs along with the profit/fee to arrive at the Prime's or major subcontractor's fully burdened labor rate per SLC.

The Subcontractor Price Input Area addresses the subcontractor fully burdened rates. This area shall be completed by the prime contractor. In the Subcontractor FBR column(s), the major subcontractor(s) shall provide to the prime contractor their fully burdened labor rate(s) and shall be one composite rate per SLC per subcontractor. The Subcontractor FBR is determined by the major subcontractor completing the FBR template and determining the FBR that shall be charged to the Prime Contractor. If more than one major subcontractor is being proposed, then the prime contractor is responsible for providing each subcontractor fully burdened rate in each column. In the template, three columns are provided as an example for subcontractor "A", "B" and "C". In this example, subcontractor "A" is provided for illustrative purposes. If more than one subcontractor is proposed, then, the prime contractor shall provide that FBR in the columns provided. If more columns are needed due to more than three subcontractors, then the prime contractor may include more columns in order to accommodate the other major subcontractors.

Note that major subcontractor(s) must complete the information on this template except at the subcontractor input area and to the right of the subcontractor input area. The subcontract price input area is only applicable to the prime contractor who must provide the integrated subcontractor FBR as part of the blended FBR of the prime and subcontractor.

The Prime Burdens Rate is what the Prime contractor may apply as a burden to the major subcontractor Composite FBR, if applicable. The Prime contractor then combines the Subcontractor FBR with the Prime Burdens Rate to arrive at a total rate that addresses the subcontractor.

The Percentage Usage Prime/Sub column addresses the weighting of the Prime FBR versus the Composite Subcontractor FBR. Based upon this weighting, the Composite Prime and Composite Sub FBR can be determined. For example, if the Percentage Usage Prime/Sub was 50/50, then 50% of the Prime's FBR and 50% of the Subcontractor's FBR can be used in determining the overall Composite Prime and Sub FBR.

The Composite Prime and Subcontractor FBR per Hour column address the final composite FBR that the prime calculated. This shall include the prime subcontractor and the composite major subcontractor(s) fully burdened labor rates by SLC that shall match the FBRs in Section B of the contract.

The last column to the right of this template addresses the Composite Overtime Prime and Subcontractor FBR per Hour. The Offeror must be clear on how the overtime FBR was calculated in their narrative with a discussion and also, as with the rest of the template, include the formula within the cell to demonstrate the calculation. For example, the formula should demonstrate that if a Technician is paid time and a half, that the fringe costs are not included at time and a half also. **Note** that the annual fee applicable to the fully burdened rates shall be addressed at the IDIQ Summary Cost Template Cost Reimbursable and the IDIQ Summary Cost Template Fixed Price. The annual fee rates shall agree with the fee rates proposed in section B of the contract.

#### **Minor Subcontractor Template (MST)**

The minor subcontractor template is required of the prime only. This template is intended to provide the SEB a concise assessment of the substance of minor subcontracts. Minor subcontractors are subcontractors that will perform less than 10% of the value of the resultant contract and that the Offeror does not determine to be an important teaming partner critical to the success of the program. Two examples showing how this template is to be completed are included on this template.

#### **IDIQ Summary Cost Template Cost Reimbursable (ISCTCR)**

This template is for developing pricing of the CPFF model provided in Attachment 9 (using government-provided labor estimates) and is required of the Prime Contractor only.

The template is divided into 3 sections. The first section addresses productive hours.

The second section addresses the contract rates that were determined in the FBR.

The third section addresses the labor cost developed by multiplying the productive hours by the contract rates. This will be the fully burdened labor cost per labor category.

The Offeror shall use the plug numbers provided for labor hours and non-labor resources in developing this portion of the proposal. Offerors should burden the non-labor resources in accordance with their accounting system and estimating practices. Proposing fee on non-labor resources is optional.

The bottom of the template addresses the fully burdened labor cost, non-labor direct costs (subcontracts, material, travel, and training) and indirect costs related to them, any fee applicable to the non-labor direct costs, and the total cost.

#### **IDIQ Summary Price Template Firm Fixed Price (ISPTFP)**

This template is for pricing the FFP task orders provided at Attachments 7a and 7b and is required of the prime contractor only. The Offeror shall provide a separate template for each of the FFP task orders.

The template is divided into 3 sections. The first section addresses productive hours. The Offeror shall determine the mix of labor categories and the labor hours required to perform the task orders provided in Attachments 7a and 7b.

The second section addresses the contract rates that were determined in the FBR.

The third section addresses the labor cost developed by multiplying the productive hours by the contract rates. This will be the fully burdened labor cost per labor category

The Offeror shall propose fully burdened labor costs per labor category for all SLCs, regardless of whether it proposes associated labor hours. Offerors should burden the non-labor resources in accordance with their accounting system and estimating practices. Proposing profit on non-labor resources is optional.

The bottom of the template addresses the fully burdened labor cost, non-labor direct costs (subcontracts, material, travel, and training) and indirect costs related to them, any profit applicable to the non-labor direct costs, and the total price.

#### **Overhead and/or Fringe Template (OFT)**

The prime Offeror and all major subcontractor(s) must provide their Forward Pricing Rate Agreement (FPRA) used to price indirect cost for this proposal or this template. This template shall provide insight into the composition of the burden pool for the proposed overhead rates. A separate template for each of the proposed burden pools is to be completed. In addition, provide overhead cost history for the prior three years and forecasts for the term of the contract. The basis for forecast of overhead shall also be provided and an explanation in support of any significant changes in either expenses or base of application that exist from one year to the next. In the event the Offeror's fiscal year and anticipated contract year do not coincide, the Offeror shall complete the rate reconciliation showing how the fiscal year overhead rates result in the proposed overhead rates for each contract year.

A few cost elements are included on the template that represent the type of cost detail the Government requires visibility into. If these cost elements are not applicable to any proposed indirect cost pool, leave blank.

#### **G&A Template (GAT)**

The prime contractor and all major subcontractor(s) must provide their Forward Pricing Rate Agreement (FPRA) used to price G&A cost for this proposal or this template. This template shall provide insight into the composition of the burden pool for the proposed General and Administrative (G&A) rate. Identify the estimated G&A expense and explain the method for its calculation. Provide G&A cost history including the actual expense pool and application base amounts for the prior three years. The basis for projections of G&A shall also be provided and an explanation in support of any significant changes in either expenses or base of application that exist from one year to the next. In the event the Offeror's fiscal year and anticipated contract year

do not coincide, the Offeror shall complete the rate reconciliation showing how the fiscal year G&A rate results in the proposed G&A rate for each contract year. The Government does not require or mandate that you propose indirect rate ceilings. However, if proposed, the template includes an area for G&A ceilings.

A few cost elements are included on the template that represent the type of cost detail the Government requires visibility into. If these cost elements are not applicable to your proposed G&A cost pool, leave blank.

### **Total Compensation Templates Instructions**

The following compensation templates are required in order for the Government to perform an evaluation of your labor relations. These templates will reconcile with the cost templates described above, wherever applicable.

#### **1. Compensation Template (a): SALARIES AND WAGES NON-EXEMPT - CONTRACT YEAR 1: TC(a)**

The Offeror shall submit a completed Compensation Template (a) for non-exempt personnel for CY1. This template is required of the Offeror proposed as prime and all proposed major subcontractors. In the "LABOR CATEGORY - Offeror's" column, list all proposed labor classifications (included in the cost proposal), by titles from the Offeror's estimating system. Each of the Offeror's Labor Categories shall be mapped to the Government Standard Labor Category. The "Incumbent Actual Labor Rate" column is only applicable to incumbent contractors or sub-contractors. Incumbent contractors or sub-contractors are to include the actual average current direct labor rate for each SLC. The "WYE" Column shall include all proposed WYEs per SLC. If the category is DOL or CBA covered, include the wage rate in the appropriate column. If neither "Incumbent Actual Labor Rate", DOL or CBA covered wage rates apply, the Offeror shall provide wage rates only in the column "Contract Year 1 Actual Proposed Labor Rate." The "Contract Year 1 Actual Proposed Labor Rate" is the Offeror's actual proposed composite labor rate starting in Contract Year 1 and must be completed by the Offeror. The "Escalation rates for year 2-5" column shall include your annual escalation percentage. A source column has been provided on the template for the Offeror to use to identify the supporting data for each labor category, which shall include the source data (for example, DOL, CBA, etc.) for non-exempt personnel. An example is included on the template for illustration purposes only.

#### **2. Compensation Template (b): SALARIES AND WAGES EXEMPT – CONTRACT YEAR 1: TC(b)**

The Offeror shall submit a completed Compensation Template (b) for exempt personnel for CY1. This template is required of the Offeror proposed as prime and all proposed major subcontractors. In the "LABOR CATEGORY - Offeror's" column, list all labor classifications included in the proposal, by titles from the Offeror's estimating system. Each of the Offeror's Labor Categories shall be mapped to the Government Standard Labor Category. The "Incumbent Actual Labor Rate" column is only applicable to incumbent contractors or sub-contractors. Incumbent contractors or sub-contractors are to include the actual average current direct labor rate for each SLC. The "WYE" Column shall include all proposed WYEs per SLC. If "Incumbent Actual Labor Rate" does not apply, the Offeror shall provide wage rates only in the column "Contract Year 1 Actual Proposed Labor Rate." The "Contract Year 1 Actual Proposed Labor Rate" is the Offeror's actual proposed composite labor rate starting in CY1 and must be completed by the Offeror. The "Escalation rates for year 2-5" column shall include your annual escalation percentage. The "Actual Proposed Annual Salary" is the salary of the proposed labor category. A source column has been provided on the template for the Offeror to use to identify the supporting data for each labor category, which shall include the source data (Actual or Wage Survey) for exempt personnel. An example is included on the template for illustration purposes only.

**3. Compensation Template (c): FRINGE BENEFITS ANALYSIS OF COMPENSATION PACKAGE - Contract Year 1: TC(c)**

A separate Template (c) shall be completed for Exempt, Non-Exempt Nonunion, and Non-Exempt Union direct labor. This template is required of the Offeror proposed as prime and all proposed major subcontractors. It should be noted that the minimum hourly fringe benefits rate cannot be less than the associated DOL specified minimum rate for non-exempt employees. The column entitled, "Cost of Fringe Benefit" shall include the cost, not rate, associated with the fringes specified (i.e. life insurance, disability insurance, etc.) that are proposed on this contract for each of the related personnel type (exempt, non-exempt union/non-union). The next column entitled, "Percent of Direct Labor Cost" shall include the percentage of each of the related specified fringe costs as a percent of direct labor cost. The third column shall include hourly rates based on the average cost per labor hour proposed per specified fringe.

**4. Compensation Template (d): Personnel And Fringe Benefits Policies Contract Year 1: TC(d)**

This template is required of the Offeror proposed as prime and all proposed major subcontractors. This template provides visibility, by employee category, into personnel policies and fringe benefits, which shall be in effect at the time of contract award. Although only brief explanations are desired, sufficient information is required to allow an evaluation and estimate of all potential costs, which will arise upon award of the contract. Comments are required pertaining to all items listed below under the proper column, whether or not the policy is written. The established practice of the Offeror and applicability to this proposal shall be provided. If any item below is not applicable, so state. Items pertinent to the Offeror, which are not identified must be included if cost recovery is anticipated.

**5. Compensation Template TC(e): Incumbency Assumptions Contract Year 1: TC(e)**

This template is required of the Offeror proposed as prime and all proposed subcontractors (major and minor). This template provides visibility into any incumbency assumptions proposed by each Offeror pertaining to incumbency labor rates and incumbency seniority rights for fringe benefit purposes. Offerors shall select only one option in each category.

In the area entitled, "Labor Rates", the Offeror shall pick one of the three options: 1) Proposing to pay current incumbent labor rates, 2) Proposing to not pay current incumbent labor rates or, 3) Other. The Government understands that non-incumbent Offerors may be only able to estimate what the current incumbents are making; however, it simply wants to understand your intentions regarding pay for these employees if retained. The Offeror will provide a narrative explanation supporting or explaining the reason for selecting any of the options, particularly if option, "Other" is selected. Explain how your proposed salary structure will allow you to capture the proposed percentage of the qualified incumbent workforce.

In the area entitled, "Seniority Rights", the Offeror shall pick one of the three options: 1) Proposing to maintain seniority rights for fringe purposes, 2) Proposing to not maintain seniority rights for fringe purposes or, 3) Other. The SEB understands that non-incumbent Offerors may be only able to estimate the current incumbents' seniority levels; however, the SEB simply wants to understand your intentions regarding seniority for these employees if retained. The Offeror shall provide a narrative explanation supporting or explaining the reason for selecting any of the options, particularly if option, "Other" is selected. Explain how not maintaining seniority rights for fringe benefit purposes will allow you to capture and maintain the proposed percentage of the incumbent workforce.

**Cognizant Audit Office Template (CAOT)**

This template is required for each prime contractor, teaming partner, joint venture partner, and major subcontractor that meets the major subcontractor threshold (i.e., those that will perform 10% or more of the value of the resultant contract, or that the Offeror determines to be an important teaming partner critical to the success of the program.). This template is designed to capture relevant information concerning (1) the specific location (address or addresses for prime and major subcontractors) where auditable cost information physically resides that supports amounts proposed; (2) the person or persons (name, address, phone number, e-mail address etc) who can be contacted to provide cost realism audit information for the prime contractor, (3) the person or persons (name, address, phone number, e-mail address etc) who can be contacted to provide cost realism audit information for your company or partners (in a teaming, joint venture or partnership situation) and major subcontractor(s); and (4) the name and address of the cognizant DCAA field audit office.

**Phase-In Template (PIT)**

The phase-in template is required of the prime only and is designed to show the total cost (include all subcontractor phase-in costs and fee). This template must be supported by a narrative basis of estimate (BOE). Include all skills and hours on this template and add rows if needed to account for all labor required to perform the requirements for the Phase-In Task provided in Attachment 7c. Use the SLCs for skill mix if appropriate or include your labor mix on the template with a brief job description in the narrative. The BOE should include a discussion of labor skill mix and significant non-labor resources (materials/supplies, equipment, other, etc.) necessary for accomplishment of phase-in requirements. The phase-in template is to include ALL phase-in costs necessary for full contract implementation.

- 4) The following supplemental cost data, where appropriate, shall be submitted with the cost volume:

- a. Financial Accounting Standard (FAS) 13 Analysis:

The Offeror shall perform a FAS 13 analysis, as required by FAR 31.205-36 (Rental Costs) and FAR 31.205-11 (Depreciation), in determining the classification of a lease as operating or capital. This applies to facilities and capital equipment.

- b. Cost of Money for Facilities Capital:

The Offeror may choose to include the cost of money for facilities capital as authorized by Cost Accounting Standard (CAS) 414 and FAR 31.205-10 (Cost of Money) in the proposal.

In the event the Offeror does not propose cost of money for facilities capital, FAR Clause 52.215-17, "Waiver of Facilities Capital Cost of Money" will be included in the contract.

- c. Fee:

Provide a description of your proposed fee structure. If a sharing fee pool arrangement is proposed, include a discussion of the arrangement and the distribution of fee earned. Include a discussion of how the proposed fee was derived and why it is reasonable for the type of effort.

Prime profit/fee shall be included in the contract IDIQ rates. Subcontractor profit/fee may be proposed as costs to the prime in which case the subcontractor fully burdened rates (SFBR) would include profit/fee. If a team profit/fee arrangement is proposed, the SFBR would not include profit/fee and all profit/fee would be included in prime profit/fee.

- 5) The Offeror shall propose prices for the FFP IDIQ task order requests provided in Attachments 7a and 7b and costs for the CPFF IDIQ phase –in task order provided in Attachment 7c. In addition, the Offeror shall propose costs for the CPFF task request information provided in Attachment 9 using the IDIQ Summary Cost Template Cost Reimbursable. The historical staffing and ODC data for the CPFF tasks is provided in provided in Attachment 9 and includes the government estimate of the annual staffing levels and descriptions as well as current estimates of historical ODCs. The historical ODC data for the FFP tasks is provided in Attachment 10 and includes the government estimate of the annual ODCs and descriptions. NOTE: Clause B.5 states that the maximum total contract value of work that can be ordered under this contract is \$403.4M. However, Offerors are advised that the maximum contract value identified represents an upper-bound value for ordering additional work beyond the requirements detailed in the Task Requests provided in Attachments 7a through 7c and Attachment 9. NOTE: A checklist for use in assessing the appropriateness of subcontract ODCs proposed, as addressed in Sections H.16 and H.17, is provided as Attachment 11.

6) **Proposal Prime/Subcontractor Information Summary**

All Offerors shall submit a completed Table 1 for the prime, each team member(s), and all subcontractors having a contract value of \$1 million or greater to provide information for use by NASA in the public contract award notification. Subcontractors valued at \$1 million or greater are to submit a completed Table 1 for all of their subcontractors with a value of \$1 million or greater. It is important that all information be complete and accurate to include the identification of the nine-digit United States Postal Service (USPS) ZIP Code for all prime and subcontractors.

**Table 1**

Offerors and Subcontractors are to fill-in the italic areas in column 2 with the required information	
Prime/ Subcontractor	<i>Identify name of the prime Offeror or a subcontractor</i>
Title:	<i>The title or the program name of the effort you have contracted or subcontracted</i>
Description:	<i>A brief non technical description of the work, including identification of the program, project, and period of performance.</i>
Program:	Ames Research Center Information Technology Services 3 (ACITS 3)
Project:	Provide responsive, innovative, state-of-the-art, efficient information technology services for NASA Ames Research Center (ARC)
Period of Performance:	<i>The length from start date to completion date of the contracted effort.</i>
Type of Action:	New Contract
Contract Type:	IDIQ/ FFP and CPFF Task Orders
Company:	<i>The name of the Prime, Team Member or Subcontractor</i>
Address:	<i>Full USPS street address to include suite or apartment numbers</i>
Performance Location:	<i>City and State of the principal work performance location(s)</i>
USPS nine-digit ZIP Code	<i>Enter the nine-digit USPS ZIP Code XXXXX-XXXX for performance location. (<u>The nine-digit Zip code is a Mandatory Requirement.</u>)</i>
Estimated Price with Options	<i>\$ amount rounded to the \$1,000</i>
Subcontractors: (>1M)	<i>List all subcontractors and their business size status for each first tier subcontract worth \$1 million or more for the total contract performance.</i>

- 7) Prime Offerors and Subcontractors shall perform and provide a copy of a cost or price analysis of their subcontractors as required by FAR 15.404-3(b).

(End of provision)

**L.9 SBA Ostensible Subcontractor Rule Information**

- a) If a subcontracting arrangement is proposed, Offerors shall include specific detail in the following areas so that the Government can determine that the prime contractor making the offer will be performing the primary and vital requirements for the contract (include response to this provision in L.8(a)B1).
- (i) Who will manage contract
  - (ii) Which party possesses background and expertise necessary for contract performance
  - (iii) Which party pursued the contract
  - (iv) The degree of collaboration in preparation and submission of competitive proposal
  - (v) Whether there are discreet tasks to be performed by each of the teaming partners, or whether there is instead commingling of personnel and resources
  - (vi) The relative amount of work to be performed by each teaming partner
  - (vii) Which party will perform the more complex and costly contract functions
  - (viii) The business size of the other parties
  - (ix) Which of the parties possess the qualifications relevant to the contract requirements
  - (x) Describe how the Offeror will ensure compliance with FAR 52.219-14, Limitations on Subcontracting. For the purposes of this RFP, ARC defines “costs of contract performance incurred for personnel” to mean direct labor, labor overhead (including payroll taxes and benefits), and G&A. “Employees on the concern” means actual direct employees identified on the Offeror’s payroll records for which social security taxes are matched. ARC considers “cost of contract performance” to include all costs throughout contract completion (the full contract period of performance)
- Note: For purposes of the Ostensible Subcontractor Rule, major subcontractor is defined as subcontractors performing work valued at greater than or equal to 10% or more of the value of the resultant contract or that the Offeror determines to be an important teaming partner critical to the success of the program.
- b) If an 8(a) joint venture is proposed, Offeror will be required to submit a SMALL BUSINESS ADMINISTRATION signed and approved joint venture agreement prior to award of a resultant contract. IF other than 8(a) joint venture the Contracting Officer will determine validity of the joint venture for purpose of contract award.

(End of provision)

(End of Section)

## SECTION M - EVALUATION FACTORS FOR AWARD

### M.1 FAR 52.252-1 Solicitation Provisions Incorporated By Reference (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The Offeror is cautioned that the listed provisions may include blocks that must be completed by the Offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

FAR website: <http://acquisition.gov/far/index.html>  
 NFS website: <http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

#### I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

<u>PROVISION NO.</u>	<u>DATE</u>	<u>TITLE</u>
52.217-5	JUL 1990	Evaluation of Options

#### II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)

<u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
None included by reference.		

(End of Provision)

### M.2 Evaluation Approach

a) **General.** The contract award will be based on the evaluation of three factors: Mission Suitability (Volume I), Past Performance (Volume II), and Price/Cost (Volume III).

- 1) This provision is intended to explain the rationale and precise criteria by which proposals will be assessed by the evaluation team. Offerors are to prepare proposals with these criteria in mind (i.e., in terms of both content and organization), in order to assist the team in determining the relative merit of proposals in relation to the requirements as defined in the Statement of Work.
- 2) The Government may award a contract based solely on the initial offers received, without discussion of such offers. Accordingly, each Offeror shall submit its initial proposal to the Government using the most favorable terms from a price and technical standpoint.
- 3) Proposals will be evaluated in accordance with the requirements of FAR Subpart 15.3, "Source Selection," as supplemented by NFS Subpart 1815.3, "Source Selection." Offerors must recognize that the initial evaluation of proposals and the determination of the competitive range, if any, will be made upon a review of the proposals only, plus some independent investigations that may be made with regard to Past Performance. Discussions will be held only if award on the basis of initial offers is determined not to be in the Government's best interest. If written or oral discussions are conducted, the Government will seek revised proposals from Offerors within the competitive range.
- 4) At the conclusion of discussions (if applicable), as stipulated in FAR 15.307, a Final Proposal Revision (FPR) will be requested from all Offerors still within the competitive range. The FPR shall be submitted in the form of a contractual document (including revisions to the original proposal) that has been executed by an individual with the authority to bind the Offeror. Selection will be made in accordance with the evaluation criteria herein. Contract award may be made without subsequent discussions or negotiation.

- 5) The Source Evaluation Board (SEB) will present its findings to the Source Selection Authority (SSA). The SSA's decision shall be based on a comparative assessment of proposals against all source selection criteria in the solicitation. While the SSA may use reports and analyses prepared by others, the source selection decision shall represent the SSA's independent judgment. The Government intends to award a contract resulting from this solicitation to the responsible Offeror whose proposal represents the best value after evaluation in accordance with the criteria set forth in the solicitation.
- b) **Evaluation Factors.** There are three evaluation factors for this procurement: Mission Suitability, Past Performance, and Price. A general definition of these factors may be found at NFS 1815.304, "Evaluation factors and significant subfactors." Specific information regarding each factor is provided below:

- 1) **Mission Suitability Factor.** The Mission Suitability factor indicates, for each Offeror, the merit or excellence of the work to be performed and the ability of the Offeror to accomplish what is offered, or the product to be delivered. The overall Mission Suitability Factor will be numerically scored, and the Mission Suitability subfactors will be rated by adjective and numerically weighted and scored in accordance with NFS 1815.305(a)(3), "Technical Evaluation," and the following table:

ADJECTIVAL RATING	DEFINITIONS	PERCENTILE RANGE (Subfactor 1)
Excellent	A comprehensive and thorough proposal of exceptional merit with one or more significant strengths. No deficiency or significant weakness exists.	91-100
Very Good	A proposal having no deficiency and which demonstrates over-all competence. One or more significant strengths have been found, and strengths outbalance any weaknesses that exist.	71-90
Good	A proposal having no deficiency and which shows a reasonably sound response. There may be strengths or weaknesses, or both. As a whole, weaknesses not offset by strengths do not significantly detract from the Offeror's response.	51-70
Fair	A proposal having no deficiency and which has one or more weaknesses. Weaknesses outbalance any strengths.	31-50
Poor	A proposal that has one or more deficiencies or significant weaknesses that demonstrate a lack of overall competence or would require a major proposal revision to correct.	0-30

Overall, the Offeror's Mission Suitability proposal will be evaluated based on the Offeror's ability to efficiently fulfill the technical requirements while meeting quality, schedule, and safety requirements. The compatibility between the proposed management and technical approaches to accomplish the work will be an important consideration in the evaluation of this factor.

- 2) **Past Performance Factor.** This factor indicates the relevant quantitative and qualitative aspects of each Offeror's record of performing services or delivering products similar in size, content, and complexity to the requirements of the current acquisition. This factor provides an opportunity to evaluate the quality of goods and services provided by the Offerors to the agency and other organizations as either a prime or subcontractor.

The Past Performance evaluation assesses the contractor's performance under previously awarded contracts. The past performance evaluation is an assessment of the Government's level of confidence in the Offeror's ability to perform the solicitation requirements. The past performance evaluation shall be in accordance with FAR 15.305(a)(2) and NFS 1815.305(a)(2). When applying the definitions below to arrive at a confidence rating, the SEB's evaluation shall clearly document each Offeror's relevant past performance and the currency of the past performance to assess the Offeror's overall confidence rating assigned. Past Performance shall be evaluated for each Offeror using the following levels of confidence ratings:

**Definition of Ratings**

Very High Level of Confidence	The Offeror's relevant past performance is of exceptional merit and is very highly pertinent to this acquisition; indicating exemplary performance in a timely, efficient, and economical manner; very minor (if any) problems with no adverse effect on overall performance. Based on the Offeror's performance record, there is a very high level of confidence that the Offeror will successfully perform the required effort. (One or more significant strengths exist. No significant weaknesses exist.)
High Level of Confidence	The Offeror's relevant past performance is highly pertinent to this acquisition; demonstrating very effective performance that would be fully responsive to contract requirements with contract requirements accomplished in a timely, efficient, and economical manner for the most part with only minor problems with little identifiable effect on overall performance. Based on the Offeror's performance record, there is a high level of confidence that the Offeror will successfully perform the required effort. (One or more significant strengths exist. Strengths outbalance any weakness.)
Moderate Level of Confidence	The Offeror's relevant past performance is pertinent to this acquisition, and it demonstrates effective performance; fully responsive to contract requirements; reportable problems, but with little identifiable effect on overall performance. Based on the Offeror's performance record, there is a moderate level of confidence that the Offeror will successfully perform the required effort. (There may be strengths or weaknesses, or both.)
Low Level of Confidence	The Offeror's relevant past performance is at least somewhat pertinent to this acquisition, and it meets or slightly exceeds minimum acceptable standards; adequate results; reportable problems with identifiable, but not substantial, effects on overall performance. Based on the Offeror's performance record, there is a low level of confidence that the Offeror will successfully perform the required effort. Changes to the Offeror's existing processes may be necessary in order to achieve contract requirements. (One or more weaknesses exist. Weaknesses outbalance strengths.)
Very Low Level of Confidence	The Offeror's relevant past performance does not meet minimum acceptable standards in one or more areas; remedial action required in one or more areas; problems in one or more areas which, adversely affect overall performance. Based on the Offeror's performance record, there is a very low level of confidence that the Offeror will successfully perform the required effort. (One or more deficiencies or significant weaknesses exist.)
Neutral	In the case of an Offeror without a record of relevant past performance or for whom information on past performance is not available, the Offeror may not be evaluated favorably or unfavorably on past performance [see FAR 15.305(a) (2) (ii) and (iv)].

- 3) Cost/Price Factor. This factor is used to assess what each Offeror's proposal will cost the Government should it be selected for award. Proposals will be analyzed to determine the cost or price and associated risks of doing business with an Offeror based upon the Offeror's proposed approach for the proposed estimated cost and price. Cost and price analyses will be performed to assess the reasonableness of the offeror's proposed approach for the proposed estimated costs and prices. A cost

realism analysis will be performed to assess the reasonableness and realism of the proposed costs. The cost realism analysis is not numerically scored.

- c) **Mission Suitability Factor (Volume I).** The Offeror's proposal will be evaluated based on the Offeror's ability to fulfill the technical requirements while meeting quality, schedule, and safety requirements and the Offeror's management and business approaches. The compatibility between the proposed technical and management approaches, and the overall resources proposed to accomplish the work will be an important consideration in the evaluation of this factor. In addition, proposal risk will be evaluated with respect to cost, performance, technical approach, and management approach. Mission Suitability subfactors will be assigned adjectival ratings and numerical scores. The overall Mission Suitability Factor will only receive a numerical score. Information submitted in Volume I of the proposal that is not relevant to the Mission Suitability factor will not be evaluated, except that if the SEB determines that a proposal does not adequately demonstrate that the Offeror will be able to perform the work with the resources proposed, the SEB may determine this to be a mission suitability weakness adversely affecting the Offeror's Mission Suitability score, if applicable. This integration between mission suitability findings and cost/price is critical to determining price reasonableness.

The Offerors will be evaluated and scored based on the Mission Suitability subfactors set forth below. (Note: the following outline should not be construed as an indication of the order of importance or relative weighting within individual elements of the Mission Suitability subfactors as there are no discrete point values to any of the elements.)

INDEX OF MISSION SUITABILITY SUBFACTORS			
<i>Paragraph</i>	<i>Subfactor Title</i>	<i>Elements</i>	
A	Technical Understanding	1	Overall Understanding and Approach
		2	Response to Case Study A
		3	Response to Case Study B
		4	Response to Contract Task Orders
B	Management Approach	1	Organizational Structure and Partnering Approach
		2	Response to Case Study C
		3	Total Compensation Plan, Staffing, and Recruitment
		4	Phase-In Plan
		5	Key Personnel
		6	Organizational Conflicts of Interest Avoidance Plan
C	Safety & Health Plan		

1) **Technical Understanding (Subfactor)**

Each proposal will be examined to evaluate the Offeror's overall understanding of the requirement and technical approach to performing the work required in each functional area of the Statement of Work (SOW).

a. **Overall Understanding and Approach**

The Government will evaluate the Offeror's demonstration of the technical understanding of all the requirements of the SOW and their interrelationships for appropriateness, reasonableness, and effectiveness in how the work would be accomplished in the following areas:

- Approach for managing the broad spectrum of technical areas of the SOW in a coherent, integrated manner. Description of the Offeror's approach to providing high-quality performance to meet the SOW requirements. Description of the Offeror's approach to applying consistent architecture, implementation, and

operational best practices across tasks and processes and to institutionalizing and sharing those best practices.

- Approach for integrating the technical requirements in the SOW and reasonableness of the rationale for the integration proposed.
- Approach for remaining on the forefront of emerging IT technologies and services and for proactively sharing this knowledge with ARC. Approach to maintaining technical currency, staying abreast of Federal, State, County, and local regulations, policies, and strategies impacting performance under the contract, performing impact assessments, and providing recommendations for implementation. The quality and applicability of the Offeror's examples of performance highlighting its competency in this area.
- Approach for ensuring quality contract performance and customer satisfaction. The quality and applicability of the Offeror's proposed quality assurance process, its planned use of performance metrics, and its data analysis and collection procedures to ensure continuous process improvement over the life of the contract.
- The quality and applicability of the Offeror's identification of significant risks associated with performance of the contract and the Offeror's approach to avoiding, neutralizing, or mitigating those risks.

b. **Response to Case Studies**

The Government will evaluate the Offeror's respond to Case Studies A and B and assess the Offeror's overall understanding of the technical and management challenges of supporting the NextGen Project and operating Cloud services such as Infrastructure as a Service (IaaS), Platform as a Service (PaaS) and Software as a Service (SaaS) for NASA customers. Accordingly, the Government will evaluate the comprehensiveness, effectiveness, and efficiency of the following in the Offeror's responses:

1. *Response to Case Study A*

The Government will evaluate the quality and applicability of the Offeror's processes for addressing changes in project milestones, identifying, prioritizing, and mitigating project success limiters, as well as its proposed approach for mitigation of two relevant project success limiters. The Government will evaluate the comprehensiveness, effectiveness, and efficiency of the following in the Offeror's response:

- Management approach to handling technical challenges
- Implementation and operational schedule, and required resources
- Unique and critical aspects of the approach
- Assumptions made in responding to the case study

2. *Response to Case Study B*

The Government will evaluate the quality and applicability of the Offeror's proposed process for continuously improving productivity and leveraging emerging technologies while mitigating mission impact risks. In addition, the Government will evaluate the comprehensiveness, effectiveness, and efficiency of the Offeror's proposed approach to providing and operating a hypothetical

cloud service and of the following in the Offeror's response:

- Management approach, which includes interface with SOW areas C.3.1.1.7 and C.3.1.1.1, for new services.
- Technical approach considering current Ames environment
- Implementation and operational schedule, and required resources
- Unique and critical aspects of the approach, including innovative aspects
- Integration with requirements outlined in SOW area C.3.1.5
- Interface with Customer Experience requirements as outlined in SOW area C.3.1.7.1
- Interface with Information Security requirements as outlined in SOW areas C.3.1.2.4, C.3.1.2.19, and C.3.1.6.4

c. **Response to Task Orders**

The Government will evaluate each proposed task plan submitted in response to Attachments 7a and 7b in the solicitation in accordance with Clause H.2, Task Order Procedure, evaluating the Offeror's overall understanding of each Contract Task Order requirement for reasonableness, effectiveness, appropriateness, soundness, innovativeness, and efficiency. The Government will evaluate the reasonableness and risk associated the justification for any deviation from task order 357 historical pricing in the task order response.

2) **Management Approach (Subfactor)**

The Government will evaluate the Offeror's proposed management and business approaches with consideration of the elements reflected in the Index of Mission Suitability Subfactors table above to coordinate, perform, integrate, control, and accomplish the requirements of the SOW and CTOs from phase-in through the life of the contract.

a. **Organizational Structure and Partnering Approach**

The Government will evaluate the Offeror's organizational structure and partnering approach, including the Offeror's response to L.9, *SBA Ostensible Subcontractor Rule* Information, to perform the diverse functions of the Statement of Work for appropriateness, reasonableness, effectiveness, and rationale for the following:

- How the offeror's organizational structure provides clear internal and external lines of authority, including the Offeror's diagrams of the structural connections or associations of the entities responsible for this work with any corporate or division organizations and any subcontractors.
- Authority and responsibility vested in site and technical-task managers and their access to corporate or company resources.
- Procedures for accommodating changing tasks, task priorities, resources, and schedules while ensuring achievement of goals and objectives.

- Organization and coordination of all performing entities, in particular all major sub-contractors, and their relationship to the overall effort.
- Services, facilities, equipment, and staff assistance, beyond that required for the on-site staff, either internal or external to the Offeror's company. Description of how the Offeror proposes to obtain or provide these resources and the corporate commitment and flexibility to provide them when requested. Highlighting of benefits to the Government of these identified resources (in terms of mission impact, cost savings, technical resources, efficiency improvements, etc.) where appropriate.
- Developing and infusing IT best practices from partner organizations.

Any inconsistencies noted between the offeror's response to L9, *SBA Ostensible Subcontractor Rule*, and its response to the *Management Approach* subfactor will be considered evidence of a lack of appropriate management control.

b. **Response to Case Study C**

The Government will evaluate the Offeror's response to Case Study C and assess the Offeror's overall understanding of the management challenges of transitioning a multi-service contract to new contract. Accordingly, the Government will evaluate quality and applicability of the Offeror's proposed processes and transition plan to a notional Vendor X, as well as the comprehensiveness, effectiveness, and efficiency of the following in the Offeror's response:

- Management approach
- Implementation and operational schedule, and required resources
- Unique and critical aspects of the approach
- Identification and mitigation of risks
- Assumptions made in responding to the case study
- How the Offeror's organizational structure provides clear internal and external lines of authority, including the Offeror's diagrams of the structural connections or associations of the entities responsible for this work with any corporate or division organizations and any subcontractors.
- Authority and responsibility vested in site and technical-task managers and their access to corporate or company resources.
- Procedures for accommodating changing tasks, task priorities, resources, and schedules while ensuring achievement of goals and objectives.
- Organization and coordination of all performing entities, in particular all sub-contractors, and their relationship to the overall effort.
- Services, facilities, equipment, and staff assistance, beyond that required for the on-site staff
- Internal or external resources that can be obtained or provided and corporate commitment and flexibility to provide these resources when requested.
- Benefits to the Government of these identified resources (in terms of mission impact,

cost savings, technical resources, efficiency improvements, etc.) where appropriate.

c. **Total Compensation Plan, Staffing, and Recruitment**

The Government will evaluate the Offeror's and significant subcontractors' Total Compensation Plans (TCPs) for all personnel proposed, in accordance with NFS provision 1852.231-71, "Determination of Compensation Reasonableness," and FAR provision 52.222-46, "Evaluation of Compensation for Professional Employees," as follows:

1. Identification of the categories of personnel that are in a bona fide executive, administrative or professional capacity as defined by FAR 22.1102 and 29 CFR 541.
2. Identification of a reference to the where the breakdown of salaries/wages in accordance with the prescribed format contained in the Cost Proposal appears, along with a reference of where the itemization of the benefits that require employee contributions and the amount of that contribution as a percentage of the total cost of the benefit appears. Identification of a reference to where the two charts, one containing the average of fringe benefit information for all the exempt labor categories and one containing the average of fringe benefit information for all the non-exempt labor categories, are located in the Cost Proposal.
3. Applicability of supporting data, such as recognized national, regional, and local compensation surveys and studies of professional, public and private organizations, used in establishing the total professional compensation structure.

In addition, the Government will evaluate the Offeror's description of its staffing and recruitment approach and rationale for attracting, retaining, and motivating employees to determine its reasonableness, efficiency, effectiveness, soundness, innovativeness, and appropriateness in the following areas:

- Recruitment plans, methods, and employee retention plans. Identification of plans for internal training, mentoring, and career development.
- Approaches to addressing any difficulties anticipated in fulfilling the staffing requirements of this contract and the plans to overcome those difficulties.
- Submission of information concerning other policies and incentives aimed at contributing to employee retention, morale, productivity, growth and development.
- Plans for short notice, rapid recruiting of experienced and qualified personnel (other than key personnel), subcontracting arrangements, and other cross-utilization of personnel to meet changing requirements of the contract. Proposed approaches for maximizing staffing efficiencies, especially due to reductions or increases resulting from budget fluctuations; short notice changes in requirements; long-term personnel absences due to vacation, illness, etc; and temporary assignments.
- Proposed methods and procedures for specific projects that may have a defined period of performance of less than one year.
- Applicability and appropriateness of the matrix listing all employees possessing a security clearance that are proposed for assignment to the contract, the level of clearance that each possesses, and the tasks that the Offeror intends to assign them to, should it receive an award.

d. **Phase-In Plan**

The Government will evaluate the Offeror's phase-in plan for reasonableness, effectiveness, appropriateness, soundness, innovativeness, and the following:

- Identification of phase-in risks and recommended approaches to minimize the probability and impact of those risks
- Approaches for ensuring efficient continuation of operations during contract transition, addressing issues typically encountered during the initial and ongoing transition of personnel.
- Proposed key or other personnel (by title) who will participate during the phase-in and rationale, and a discussion of their availability..
- Estimate of the number of incumbent contractor employees expected to be hired with supporting rationale.

e. **Key Personnel**

The Government will evaluate the Offeror's approach to providing key personnel for reasonableness, effectiveness, appropriateness, soundness, innovativeness, and the following:

- Rationale for the designation of each key personnel position as key
- Rationale for selection of personnel to fill key positions, including a description of the individuals selected for key positions, their background, qualifications, and their proposed assignment/role in the contract
- For key personnel identified, discuss the actual time committed throughout the duration of the contract, the rationale for the level of commitment, and the impact thereof on contract performance
- Commitment letters and resumes with position descriptions for key personnel. The employment commitment letter shall include, at a minimum, a reference to the procurement for which the commitment is being made, the identification of the position being committed to, the date the commitment is being made (and any date upon which the commitment should be considered void unless renewed), the current employer of the individual making the commitment, and the name of the individual making the commitment.
- Individuals assigned to these key positions, allocation of key positions between the prime contractor and any proposed subcontractors or teaming partners, and percentages of individual key personnel time allocated to this contract.
- Staffing approach for key personnel during absences due to vacation, illness, etc.
- Procedures for replacing key personnel.

In addition, the Government shall review the commitment letters, resumes, and job descriptions for key management and technical personnel for the appropriateness of the experience, qualification, and availability for the proposed key personnel.

f. **Organizational Conflicts of Interest Avoidance Plan**

The Government will evaluate the Offeror's Organizational Conflicts of Interest Avoidance Plan for appropriateness, reasonableness, and effectiveness to ensure compliance with and assurances that all safeguards are in place to maintain control, handling and non-disclosure of sensitive data in conformance with contract requirements. Specifically, the Plan will be evaluated to ensure it addresses all the requirements identified in Section H, paragraph H.14, Organizational Conflicts of Interest and Limitation on Future Contracting, and Section I, paragraph I.11, NFS 1852.237-72,

Access to Sensitive Information, relative to the Offeror's understanding and proposed methodology for implementation of the above contract requirements.

3) **Safety & Health Plan (Subfactor)**

The Government will evaluate the Offeror's Safety and Health Plan for a complete and comprehensive response to the management of safety and health hazards that will be expected during this contract in accordance with NPR 8715.3 and APR 1700.1. The Offeror's approach to and understanding of the following will be evaluated to determine appropriateness, reasonableness, and effectiveness:

a. **Management Leadership and Employee Participation**

- Statement of the Offeror's corporate safety policy
- Statement of specific goals and objectives to be met
- Description of management's procedures for implementing its commitment to Safety and Health including description of processes and procedures for making this plan visible in all contract and subcontract activities and products
- Description of procedures to promote and implement employee involvement
- Description of line and staff responsibilities for Safety and Health program implementation
- Description of procedures for ensuring that management and employees will be held accountable for implementing their tasks in a safe and healthful manner
- Description of the method for internal program evaluation
- Description of approach to document Safety and Health program performance
- Identification of procedures used to assure that the Offeror's procurements are reviewed for safety considerations

b. **Workplace Analysis**

- Description of the methods for identification of workplace hazards including the procedures and techniques used to compile an inventory of hazards associated with the work to be performed
- Description of requirements and procedures for regular inspections and evaluations of work areas and implementation of corrective actions
- Description of methods for encouraging employee reporting of hazardous conditions

- c. Mishap Investigation and Workplace Analysis
  - Description of methods to assure reporting and investigation of mishaps including corrective actions implemented to prevent recurrence
  - Description of approach to performing trend analysis of data via Accident/Incident Summary Reports, and Log of Occupational Injuries and Illnesses
- d. Hazard Prevention and Control
  - Description of approach to consideration and selection of controls
  - Description of methods to assure relevant hazardous situations and proper controls are identified in documentation, such as, inspection procedures, test procedures, etc.
  - Description of procedures for obtaining, inspecting, and maintaining protective equipment
  - Description of responsibilities for maintaining facilities baseline documentation in accordance with Center requirements
  - Description of approach to preventive maintenance
  - Description of your medical surveillance program to evaluate personnel and workplace conditions
- e. Emergency Response
  - Description of approach to emergency preparedness and contingency planning which addresses fire, explosion, inclement weather, environmental releases, earthquakes, etc.
- f. Safety and Health Training
  - Description of Offeror's internal training program including identification of responsibility for training employees to assure understanding of safe work practices. Describe personnel certification programs, and approaches to ensure that training is retained and practiced

d) **Past Performance Proposal (Volume II).**

By acquiring and reviewing information from a variety of sources, the Government will evaluate each Offeror's suitability to fulfill the requirements of this contract. The Government will evaluate the currency and relevance of the information, source of the information, context of the data, and general trends in performance of the Offeror and major subcontractors, predecessor companies, key personnel who have relevant experience, subcontractors and an organization that will substantially contribute to the proposed contract, or have the potential to significantly impact performance of the proposed contract. Specifically, the Government will evaluate information on past and current performance regarding relevant technical performance, contract management, and corporate management responsiveness and other information.

The explanations and amounts of cost savings or growth will be evaluated. The reasons for any terminations for default, environmental or safety violations and schedule slips will also be evaluated.

If an Offeror does not have any relevant past performance history as determined herein, it will not be evaluated favorably or unfavorably and will be given a neutral adjectival rating.

1) **Past Performance Evaluation Criteria**

The Government will review recent and active contracts (as defined in Section L.8b), to determine the relevancy of the experience to the work anticipated to be performed under this proposed contract. The past performance of the Offeror and major subcontractors will be thoroughly evaluated in the following areas: Relevant Technical Performance, Contract Management, Corporate Management Responsiveness, and Other Information. The Government will also evaluate other information submitted by the Offeror and major subcontractors as well as information from other sources as described in Section L.

2) **Relevant Technical Performance.**

The Government will review relevant recent and active contracts to assess the quality of the technical work performed under those contracts. The Government will consider the currency and relevance of the information, source of the information, context of the data, and general trends in performance of the offer or and major subcontractors. In evaluating technical performance, consideration will be given to the following:

- Compliance with technical and schedule requirements
- Contractor flexibility and effectiveness in dealing with changes to technical requirements
- Innovation and resource-efficient solutions to satisfy requirements
- Key personnel performance
- Ability to assess and re-assign staff based on technical performance
- Problems encountered and their resolutions
- Approach to dealing with short-term high demand requirements
- Infusion of best practices and lessons learned

3) **Contract Management.**

The Government will evaluate the Offeror's and major subcontractors' recent and current performance in the area of contract management. The Government will consider the currency and relevance of the information, source of the information, context of the data, and general trends in performance of the Offeror and subcontractors. In evaluating contract management, consideration will be given to the following:

- Employee safety record
- Qualifications, effectiveness, and authority of on-site contract management
- Simultaneous management of a large number of complex tasks of varying sizes
- Conformance with the terms and conditions of contracts, including delivery of products and reports, and adherence to cost and schedule constraints
- Effective flow-down of requirements to subcontracts and method for monitoring subcontract performance
- Efficiency and effectiveness of approach used to attract and retain employees

- Management of the phase-in period to ensure efficient continuation of operations during contract turn-over
- Efficiency of management and negotiations of task orders and changes thereto
- Quality of cost estimating and performance, including frequency, root causes, and management of cost over- and under-runs exceeding five percent of the initial cost estimate
- Use of key personnel as proposed
- Use of personnel with the appropriate skills and expertise
- Proactiveness and degree of cooperation in resolving issues
- Stability of contractor workforce, both for key and other personnel, during the first twelve months of the contract period of performance

4) **Corporate Management Responsiveness.**

The Government will evaluate the Offeror's and major subcontractors' corporate relevant past performance, and the relationship of the Offeror to any entities within the corporation that will substantially contribute to the proposed contract or have the potential to significantly impact the proposed contract, and how well they have worked together in the past. The Government will consider the currency and relevance of the information, source of the information, context of the data, and general trends in performance of the Offeror and major subcontractors. The Government will evaluate the impact of the Offeror's, major subcontractor's, and other entities' decisions in the following areas:

- Responsiveness of corporate management to contract problems
- Impact of corporate management involvement in the operation of the contract
- Ability to operate free from organizational conflicts of interest

5) **Other Information.**

The Government will also evaluate the following for all relevant contracts:

- Significant awards and certifications received that are relevant to solicitation requirements
- Any serious performance problems, termination for default, or regulatory violations
- For Award Fee or Incentive Fee Contracts the fee evaluation scores for all evaluation periods
- Examples of innovative methods that resulted in cost savings to the customer

Past performance will also be evaluated based on information obtained through the NASA Past Performance Data Base (PPDB) or similar systems of other Government departments and agencies, questionnaires tailored to the circumstances of this acquisition, Defense Contract Management Agency (DCMA) channels, interviews with program managers and contracting officers, and other sources known to the Government, including commercial sources.

Offerors are notified that, in conducting an assessment of past performance, the Government reserves the right to use both data provided by the Offeror and data obtained from other sources.

e) **Price/Cost Proposal (Volume III).**

- 1) To ensure that the final agreed-to prices are fair and reasonable the Government will perform price analysis and will also perform cost analysis to include a cost realism analysis and cost confidence level, in accordance with FAR 15.305 - Proposal Evaluation, FAR 15.404 - Proposal Analysis, and NASA FAR Supplement (NFS) 1815.305 - Proposal Evaluation.
- 2) Each Offeror's total evaluated cost/price will be the sum of the price for fixed price IDIQ work as proposed in the ISPTFP and the probable cost and fee for CPFF IDIQ work as proposed in the ISCTCR. The proposed Phase-In cost (line item 01) will be evaluated for reasonableness, but it will not be included in the total evaluated cost/price.
- 3) Evaluation of options shall not obligate the Government to exercise such options.
- 4) **Cost-Reimbursable IDIQ** – The Government will perform a cost realism analysis of the proposed IDIQ direct labor rates, and develop a probable cost estimate CPFF price model. This evaluation of the cost factors will result in a probable cost which may differ from the proposed cost and reflects the Government's best estimate of the cost of any contract that is most likely to result from the offeror's proposal. The proposed Fully-Burdened Rates (FBRs) for the entire potential period of performance (two base years and three one-year option years) will be evaluated. The Government will also evaluate the reasonableness of the indirect rates applied to non-labor resources and the proposed fee..
- 4) **Firm-Fixed Price IDIQ** – In accordance with FAR 15.404-1(d)(3), Cost Realism Analysis, and NFS 1815.305(a)(vi), Programmatic Risk to Mission Success, to ensure that the proposed resources are adequate and will not create a risk of quality or service shortfalls, the Government will perform cost realism on the labor and non-labor resources proposed for the fixed-price task order. The results of the analysis will be used in performance risk assessment and will be presented to the SSA.  
  
In accordance with FAR 52.215-1 (f)(8), Unbalanced Pricing, the proposed fully burdened fixed-price rates in Section B will be treated as line item prices and be analyzed to ensure that proposed line item prices are balanced. The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or sub-line items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.
- 5) **CPFF Phase-In (Contract Line Item 01)** - To promote fair competition, the estimated cost of phase-in is not a discriminator for selection purposes, as long as the proposed cost of phase-in is reasonable. The Cost Plus Fixed Fee estimate proposed for phase-in will only be subject to cost analysis. An unreasonable phase-in cost estimate may be addressed in discussions.
- 6) **Price and Probable Costs for Selection Purposes** – The results of the Government's cost and price evaluation will be presented to the Source Selection Authority (SSA) for consideration in making the source selection. The proposed price for the the FFP model developed in Attachment 3 (ISPTFP) and the proposed and probable costs for the CPFF cost model developed in Attachment 3 (ISCTCR) for the two base years and the three options years will be considered for selection purposes.

(End of provision)

### M.3 Weighting and Scoring

- (a) The essential objective of this procurement process is to identify and select the contractor able to successfully meet the Government's needs in the manner most advantageous to the Government, all factors considered. The evaluation factors are described in Section M.2(b) (Evaluation Approach).
- (b) The Mission Suitability subfactors will be assigned adjectival ratings and numerical scores in accordance with a numerical system established below. The overall Mission Suitability Factor will only receive a numerical score. The other factors (i.e., Past Performance and Cost/Price) are not similarly weighted or scored. Past Performance is assigned a level of confidence. Cost/Price will be evaluated using cost/price analysis and by assessing cost realism and price reasonableness. The Source Selection Authority's (SSA) decision shall be based on a comparative assessment of proposals pursuant to source selection criteria prescribed in this solicitation. While the SSA may use reports and analyses prepared by others, the source selection decision shall represent the SSA's independent judgment.
- (c) **For the purposes of selecting a contractor for contract award, Mission Suitability is somewhat more important than Past Performance. Past Performance is significantly more important than Cost/Price. Mission Suitability and Past Performance, when combined, are significantly more important than Cost/Price.** Offerors should note that items within any factor, if found to be unsatisfactory, may be the basis for rejection of an offer.
- (d) The numerical weights assigned to the Mission Suitability subfactors are indicative of the relative importance of those evaluation areas. The Mission Suitability subfactors to be evaluated are weighted for purposes of assigning numerical scores as follows:

MISSION SUITABILITY	
<i>Subfactors</i>	<i>Assigned Weight</i>
<b>Technical Understanding</b> Overall Understanding and Approach Response to Case Study A Response to Case Study B Response to Contract Task Orders	500
<b>Management Approach</b> Organizational Structure and Partnering Approach Response to Case Study C Total Compensation Plan, Staffing, and Recruitment Phase-In Plan Key Personnel Organizational Conflicts of Interest Avoidance Plan	400
<b>Safety &amp; Health Plan</b>	100
<b>TOTAL</b>	<b>1000</b>

(End of Provision)

(End of Section)

(End of Solicitation)